

EXHIBIT C

Rebecca Badgley

June 22, 2021

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<p style="text-align: center;">Page 2</p> <p>1 REMOTE APPEARANCES:</p> <p>2 Representing the Plaintiff (pro se):</p> <p>3 PAUL JONES 4 572 Park Street 5 Stoughton, MA 02072 6 617.939.5417 7 pj2276@gmail.com</p> <p>10 Representing the Defendants:</p> <p>11 KP LAW, P.C. 12 101 Arch Street, 12th Floor 13 Boston, MA 02110 14 BY: DEBORAH I. ECKER, ESQ. 15 617.556.0007 16 decker@k-plaw.com</p>	<p>1 REBECCA BADGLEY, Deponent, having first been 2 satisfactorily identified and duly sworn, deposes and 3 states as follows:</p> <p>5 EXAMINATION BY MR. JONES:</p> <p>6 Q. Hello, I'm going to go to Exhibit 1 7 first, page 41. Exhibit 1 is 2019 – it's 2018 8 amendment to the contract, but it takes effect 2019. 9 My first question is, what would you like me to call 10 you, Ms. Badgley or Rebecca?</p> <p>11 A. Whichever is fine, Paul.</p> <p>12 Q. Okay. Rebecca. Rebecca, does this 13 document look familiar to you?</p> <p>14 A. Yes, that's the FY19 contract amendment 15 to be effective July 1.</p> <p>16 Q. Okay. July 1 of 2018, correct?</p> <p>17 A. Correct.</p> <p>18 Q. Fiscal year 2019 amendments?</p> <p>19 A. Yep.</p> <p>20 Q. Now, is your 2019 amendments, is it – 21 has it governed the vendors in your brokerage program 22 at Montachusett Regional Transit Agency?</p> <p>23 A. It's an amendment to their original 24 contract that was through FY22.</p>
<p style="text-align: center;">Page 3</p> <p>1 I N D E X</p> <p>2 WITNESS: REBECCA BADGLEY</p> <p>3 EXAMINATION BY: PAGE: 4 Mr. Jones 4</p> <p>5 (Exhibits marked off the record)</p> <p>6 EXHIBIT: DESCRIPTION: PAGE: 7 1. Amendment to complaint & 88 8 Defendant's Responses to 9 Plaintiff's Request for 10 Documents</p> <p>11 2. Defendant's Answers to Plaintiff's 88 12 First Set of Interrogatories & 13 Defendant's Response to Plaintiff's 14 First Request for Admissions</p> <p>15 3. GMail e-mail, End of Day Report 88 16 for DMA work, August</p> <p>17 4. Gmail e-mails between Mr. Jones & 88 18 Rebecca Badgley</p> <p>19 (Exhibits marked electronically by stenographer)</p>	<p style="text-align: center;">Page 5</p> <p>1 Q. So this governs them, correct?</p> <p>2 A. It's the regulations that are required to 3 be followed, yes, sir.</p> <p>4 Q. Okay. All right. Now, you're going to 5 go down to page 41 of this document, which is 2019 6 amendments. Rebecca, can you please read 1A, what's 7 required for the reporting requirement "A," please?</p> <p>8 A. "End of month odometer reading on 9 vehicles used for brokerage contract. Update vehicle 10 inventory with new or deleted vehicles."</p> <p>11 Q. Okay. "End of month odometer reading on 12 vehicles." Can you explain what does that mean?</p> <p>13 A. The odometer reading would be the number 14 of miles on your vehicle's odometer at the end of 15 the month.</p> <p>16 Q. So is it a fact that this is saying that 17 for each vehicle the vendor would have to produce an 18 end of the month odometer reading for each and every 19 vehicle?</p> <p>20 A. Correct. But it's not something that we 21 enacted, Paul.</p> <p>22 Q. Well, just answer the question, please.</p> <p>23 MS. ECKER: She is answering so let her 24 finish. Did you have something else, Rebecca?</p>

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<p>1 A. That wasn't the FY19 amendment. But it 2 wasn't something that we ended up enacting and 3 requesting of the vendors.</p> <p>4 Q. Okay. But, look, this is my deposition 5 I'm asking a question, so basically I just want a 6 simple answer. If you guys want a deposition, you 7 guys can schedule one or whatever, so I want to get 8 through this quick because it costs me money. So 9 please just answer the questions. So, again, the end 10 of the month odometer reading you're stating that 11 each vendor has to give for each vehicle a document 12 that states how much the mileage is at the end of the 13 month, correct?</p> <p>14 A. Yes, for the vehicles used on the 15 brokerage MART.</p> <p>16 Q. Okay. Now, "B" can you please read line 17 "B" for me, please?</p> <p>18 A. "Total vehicle hours, total vehicle hours 19 that the vehicle was on the road in service to MART 20 for the month. Example: Time driver leaves the 21 garage to begin brokerage work until break and time 22 back in service till next break or end of day."</p> <p>23 Q. Okay. So line "B" basically says every 24 day the vendor and the drivers would have to keep</p>	<p>1 this document?</p> <p>2 A. "Percentage of fully allocated expenses 3 in service to MART broken down by the following 4 categories. See example below: Based off of 40,000 5 monthly invoice."</p> <p>6 Q. Can you explain exactly what line "E" 7 means, Rebecca?</p> <p>8 A. It's a percentage of the allocated 9 expenses that you have when in service for the MART 10 brokerage.</p> <p>11 Q. So you guys would like a report of this, 12 correct?</p> <p>13 A. Yes. At the time we put it in that's 14 what we were looking for. As I stated earlier it was 15 never requested or enacted for.</p> <p>16 Q. So vehicle 1 -- I mean, E-1 can you read 17 that line, please?</p> <p>18 A. "Vehicle operations, driver salary, 19 dispatch salary and fuel, 32,000, 80 percent."</p> <p>20 Q. Okay. So this is the example of what the 21 requirements would be for 2009, correct, for vehicle 22 operations, driver salaries, dispatcher salaries and 23 fuel?</p> <p>24 A. Based off your invoicing to MART.</p>
<p>1 vehicle hours worked, correct?</p> <p>2 A. When in service for MART, yes.</p> <p>3 Q. Yes. Okay. Can you read line "C," 4 please?</p> <p>5 A. "Accident vehicle miles, the odometer 6 reading of the vehicle at the time of the accident."</p> <p>7 Q. Okay. This is required for each vehicle 8 if it gets into an accident, correct?</p> <p>9 A. For MART work, yes.</p> <p>10 Q. Yes. Okay. "D" can you please read "D"?</p> <p>11 A. "Report dead head miles for wheelchair 12 vans or vehicles with a capacity of 14 or more 13 passengers, reporting of mileage from start to first 14 pickup and from last drop-off to garage at the end of 15 the day, unless there is a significant break, then 16 would mean same after break."</p> <p>17 Q. That doesn't apply to Commonwealth 18 Community Recovery Division, the vendor here, because 19 we don't have passenger vans with 14 or more.</p> <p>20 MR. JONES: Can you scroll down so we can 21 see the other, the rest of the document, 22 please, Ellen.</p> <p>23 THE STENOGRAPHER: Yep.</p> <p>24 Q. Rebecca, can you please read line "E" of</p>	<p>1 Q. You would want a report for the driver's 2 salary, the dispatcher's salary and the fuel, 3 correct?</p> <p>4 A. A percentage of those items based off 5 your invoice for the month.</p> <p>6 Q. Yes. But in the report you would want a 7 breakdown of the driver's salary, correct?</p> <p>8 A. What is considered to be vehicle 9 operations, which includes driver salary, dispatch 10 salary and fuel.</p> <p>11 Q. And you would want a breakdown of a 12 dispatcher salary, correct?</p> <p>13 A. That's included in the vehicle 14 operations. It's not an individual breakdown.</p> <p>15 Q. Right. I'm just asking one question at a 16 time so we can get everything on the record. You 17 would also want a breakdown of the fuel on a monthly 18 basis, correct, used for transporting MART's clients?</p> <p>19 A. Correct.</p> <p>20 Q. Can you read "E-2, please.</p> <p>21 A. "Vehicle maintenance, oil changes, tires, 22 mechanic salary."</p> <p>23 Q. Okay. So, basically, you would want a 24 report, a fee for vehicle maintenance for the oil</p>

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<p style="text-align: center;">Page 10</p> <p>1 changes for the month, correct? 2 A. A percentage, again, of your total 3 invoice related to the MART trips for the month. 4 Q. So you would want a breakdown, a report 5 of the oil changes that the vendor used for the 6 month, correct? 7 A. That would be what is considered vehicle 8 maintenance. We're not asking you to list individual 9 oil changes. 10 Q. Okay. All right. Let's go on to number 11 E-3. 12 A. "Nonvehicle maintenance, janitor salary, 13 utility bills, cleaning supplies, etc." 14 Q. Okay. Can you explain what number 3 15 means when you say you need a breakdown, a percentage 16 of what we spent the money on for janitor salary, 17 because transportation companies don't have janitor 18 salaries. Can you explain that, please? 19 A. You may not but some do. That's an 20 example of what percentage of your monthly invoice 21 would go to nonvehicle maintenance. 22 Q. Nonvehicle maintenance. So are you 23 saying janitor salary for office? 24 A. Yes, the facilities.</p>	<p style="text-align: center;">Page 12</p> <p>1 A. No. That were working on the MART 2 contract? 3 Q. Yes. 4 A. No. 5 Q. So you would only want a breakdown of the 6 office staff salaries that work with MART, correct? 7 A. Correct. 8 Q. Okay. Profits. You would also want a 9 breakdown of the monthly profits that the vendor 10 made, correct? 11 A. A percentage of your monthly invoice to 12 MART, are all those items are. 13 Q. Profit. Let's focus on profit. MART 14 would want a breakdown of the profit for the monthly 15 invoice that we received from MART, correct? 16 A. That is one of the items under general 17 administration, yeah. 18 Q. It's profit, correct? 19 A. Yeah. 20 Q. Okay. Administration overhead, can you 21 give me a definition of administration overhead? 22 A. Your costs. 23 Q. For? 24 A. To run your office, your administration.</p>
<p style="text-align: center;">Page 11</p> <p>1 Q. Okay. For the facilities? 2 A. Uh-huh. 3 Q. Okay. Utility bills, the breakdown for 4 utility bills you guys are asking for and that is 5 also for the facilities, correct? 6 A. Correct. Your nonvehicle maintenance. 7 Q. Okay. And the cleaning supplies, is that 8 for nonvehicle maintenance as well? 9 A. Correct. 10 Q. Okay. Can you please read E-4, general 11 admissions – administration. 12 A. "General administration, office staff, 13 salaries, profit, admin, overhead. 14 Q. So I'm trying to get an understanding of 15 what D-4, general admissions. Can you please give me 16 an understanding of when you guys say "office staff 17 salaries," what is MART looking for in this E-4? 18 A. Again, those particular items are just a 19 percentage of your monthly invoice to MART for MART 20 services. 21 Q. So office staff salary. As you know we 22 had a couple – well, you probably don't know but we 23 had a couple of staff that wasn't with MART; would 24 that be included?</p>	<p style="text-align: center;">Page 13</p> <p>1 Q. Okay. Can you make that a little 2 clearer; I need a breakdown of what administration 3 overhead cost includes and means, for the record? 4 A. Well, I'm not a hundred percent sure how 5 you run your business but that could be different -- 6 could be even different supplies for your office. 7 Q. It could be what? 8 A. It could be different supplies for your 9 office. 10 Q. Such as? 11 A. Anything, paper, pens. 12 Q. Papers, pens? 13 A. Could be anything. 14 Q. Office supplies? 15 A. Yes. 16 Q. Okay. Let's go to line "F," fuel costs. 17 Can you please read that line and tell me exactly... 18 A. "Fuel costs, total cost of fuel for the 19 month." 20 Q. Would you please tell me exactly for the 21 record what does that line mean? 22 A. Again, it would be for your monthly 23 invoices to MART, the total cost of the fuel. 24 Q. So am I correct you're saying that you</p>

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<p style="text-align: center;">Page 14</p> <p>1 want a monthly report that breaks down the total fuel 2 costs that we use under the MART contract? 3 A. Correct. 4 Q. Okay. 5 MR. JONES: Ellen, can we go to the next 6 page? 7 Q. Can you please, Rebecca, read line G, 8 "gallons of fuel." 9 A. "Gallons of fuel, total number of gallons 10 of fuel purchased." 11 Q. So each month – I just want to make it 12 clear for the record. Each month MART wants a 13 breakdown of the gallons of fuel purchased through 14 work done for MART, correct? 15 A. Correct. 16 Q. Okay. Can you please read "H"? 17 A. "Miles per gallon average, number of 18 miles that a vehicle travels on one gallon of fuel 19 for each vehicle used for brokerage contract." 20 Q. Okay. So line "H," "miles per gallon" am 21 I correct by saying that MART wants a monthly 22 breakdown of the number of miles for travel while 23 working for MART on one gallon of fuel report each 24 month, correct?</p>	<p style="text-align: center;">Page 16</p> <p>1 the witness, I just want to make sure she's 2 prepared. 3 MS. ECKER: Okay. 4 Q. You've been there 32 years. What is your 5 job description at MART, Montachusett Regional 6 Transportation, brokerage? 7 A. I'm the director of the brokerage 8 operation. I oversee the contract that we have with 9 the State of Massachusetts -- 10 Q. Okay. 11 A. -- for human service transportation? 12 Q. Are there anyone in the room with you 13 right now, Rebecca? 14 A. No, there is not. 15 Q. Okay. So it is safe to say that you 16 oversee the department that makes all the phone 17 calls, the call center? 18 A. I oversee all aspects of the brokerage, 19 so, yes, that includes call centers, scheduling. 20 Q. Okay. I'm pretty sure -- did you get a 21 chance to see the complaint that I filed in federal 22 court? 23 A. Yes. 24 Q. Okay. Did you – do you oversee all of</p>
<p style="text-align: center;">Page 15</p> <p>1 A. Yes. For each vehicle used under the 2 contract, that is what was in the amendment. 3 Q. Okay. So let's just back up a little 4 bit. Can you state your full name for the record? 5 A. Rebecca Badgley. 6 Q. And what is your position at MART? 7 A. I am the director of the brokerage. 8 Q. Okay. How long have you worked there? 9 A. I've worked at MART for 32 years. 10 Q. For 32 years. Did you -- did you -- oh, 11 does it require you to have any degrees, college or 12 courses or anything? 13 A. At the time that I was hired, no, it did 14 not. 15 MS. ECKER: Can I just ask that we stop 16 screen sharing so I can see all -- 17 MR. JONES: Excuse me? 18 MS. ECKER: Can you stop screen sharing 19 so I can see you and the witness if you're not 20 going to use the exhibit? 21 MR. JONES: No, we're going to go back 22 to, I mean, the exhibit. I just want to, you 23 know, I did not ask her some questions 24 regarding her job and, you know, because she is</p>	<p style="text-align: center;">Page 17</p> <p>1 the defendants on the complaint, such as Michelle 2 Morio, Stephanie -- all of the people in the 3 complaint, do you oversee them? 4 A. I am not their director manager, but I 5 oversee them as a whole, yes. 6 Q. Okay. All right. Now, we can get back 7 to the exhibit, Exhibit 1. Can you scroll down to -- 8 MR. JONES: Ellen, can you scroll down to 9 the interrogatories, that end of the document. 10 I don't know what page it's on. 11 THE STENOGRAPHER: Hold on. 12 MS. ECKER: I'm trying to understand what 13 your Exhibit 1 is. 14 MR. JONES: This is my deposition. I'm 15 asking the questions here. But if -- I'll 16 explain the document to you. Just, if you have 17 a question, just get to the point. This 18 document is Exhibit 1. It is 2019, again 19 amendments, the interrogatories and the 20 admissions. Okay. 21 MS. ECKER: Okay. How many pages is it? 22 MR. JONES: Excuse me? 23 MS. ECKER: How many pages is it? 24 MR. JONES: It's 56 pages. See at the</p>

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<p style="text-align: center;">Page 18</p> <p>1 top it says 56. No, it's -- if you can scroll 2 down -- is that the last page, Ellen?</p> <p>3 THE STENOGRAFHER: Yes, that's the last 4 page.</p> <p>5 MR. JONES: It's 56 pages. Does that 6 answer your question?</p> <p>7 MS. ECKER: No, but I'm assuming it's 8 going to be an official document so I'll know 9 when I get a copy of it, so that's fine. Go 10 ahead.</p> <p>11 MR. JONES: So I answered your question, 12 correct?</p> <p>13 MS. ECKER: You didn't because -- and 14 this isn't your fault. It's difficult on a 15 Zoom deposition, but it looks to me as if 16 you've combined some documents together, so I'm 17 just trying to understand what's contained in 18 your Exhibit 1 so I know if it's complete, if 19 it's not, so I have a copy. So not a big deal. 20 At the end of the deposition I am sure the 21 stenographer will provide me a copy.</p> <p>22 MR. JONES: Yeah, if you pay.</p> <p>23 MS. ECKER: Either way I get a copy of 24 the exhibits. But I will pay the stenographer.</p>	<p style="text-align: center;">Page 20</p> <p>1 MS. ECKER: I don't have any questions 2 for Exhibit 1. We can take a break but don't 3 do it just to answer my questions. I just want 4 to know what the exhibit is.</p> <p>5 MR. JONES: I would like to take a break 6 so I can get my Exhibit 2 together, so I can 7 put together everything that I need. So let's 8 get back on the record in 15 minutes. Is that 9 fine with you, Ellen, Rebecca, Ms. Ecker?</p> <p>10 MS. ECKER: That's fine with me. We'll 11 be back at 10:45.</p> <p>12 MR. JONES: Okay.</p> <p>13 (Five-minute break was taken)</p> <p>14 MR. JONES: We're going to stay on 15 Exhibit 1 for a few more minutes just -- okay.</p> <p>16 Q. Rebecca, I have a question regarding 17 reporting. We're going to stay on this reporting, 18 Can you explain to me what end-of-day reporting that 19 was requested from MART, the definition of it and 20 meaning of it?</p> <p>21 A. What section are you referring to, Paul?</p> <p>22 Q. I'm referring to the end of the day</p>
<p style="text-align: center;">Page 19</p> <p>1 I always do.</p> <p>2 Q. Let's go to the interrogatories.</p> <p>3 MR. JONES: And for the record, all of 4 these documents were requested and sent from 5 you.</p> <p>6 MS. ECKER: Well, I don't know that, 7 that's the problem with not having this all 8 mixed and matched. So I'll take your word for 9 it, but I don't know what is in this document, 10 is my point.</p> <p>11 MR. JONES: Okay.</p> <p>12 MS. ECKER: But I'll take your word for 13 it.</p> <p>14 MR. JONES: We've already been down that 15 road. I told you and I'm telling you that 16 these are the documents that when I propounded 17 my first set of discovery request from you.</p> <p>18 MS. ECKER: Okay.</p> <p>19 MR. JONES: Ellen, if you can scroll up a 20 bit, so the admissions. Can we take a 21 15-minute break so I can set up my other 22 Exhibit 2 to go through it so I can answer all 23 of Attorney Ecker's questions that she had for 24 Exhibit 1?</p>	<p style="text-align: center;">Page 21</p> <p>1 report.</p> <p>2 A. The end-of-day report would be your 3 end-of-day report when you download your schedules 4 for the next day.</p> <p>5 Q. Okay. Does it -- is it fair to say the 6 end of the day reports all of the trips the drivers 7 and the vendors went on -- the vendors completed for 8 the day?</p> <p>9 A. No. When we reference the 10 end-of-day report --</p> <p>11 Q. Yeah.</p> <p>12 A. -- in those additional provider 13 performance standards, we're referring to what would 14 be CCRD or whomever the vendor is; when you download 15 your trips for the next day at the end of the day, 16 that's your end-of-day report.</p> <p>17 Q. So does the end of the day report 18 consistent of all the trips that the vendor performed 19 for the day?</p> <p>20 A. It would be all of the trips that are 21 assigned to you for the next day.</p> <p>22 Q. So basic it's just, to me, the schedule?</p> <p>23 A. We don't ask you to submit end-of-day 24 reports to us.</p>

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<p style="text-align: right;">Page 22</p> <p>1 Q. Okay. I have — 2 MR. JONES: Ellen, I haven an e-mail that 3 I would like to submit to you, and I need you 4 to mark it as Exhibit 3. What is procedure? 5 How do I do that? 6 (Discussion between stenographer and 7 Mr. Jones)</p> <p>8</p> <p>9 MR. JONES: Okay. Do you see this? It 10 says, "Gmail end of the day report for DMA, 11 work August," Ellen?</p> <p>12 THE STENOGRAPHER: Yeah. End of day 13 report 1, the one that's highlighted?</p> <p>14 MR. JONES: Yeah.</p> <p>15 THE STENOGRAPHER: Yep, it's there.</p> <p>16 Q. Okay. Rebecca, can you — this is an 17 e-mail that I received from Richard, Stephens (sic). 18 Can you just read the names that are on the e-mail 19 that's highlighted right there?</p> <p>20 A. Stephanie Richards. And it's cc'd to DMA 21 Contract.</p> <p>22 Q. Okay. What is the date?</p> <p>23 A. The date is July 28, 2020.</p> <p>24 Q. Okay. Can you please read the part that</p>	<p style="text-align: right;">Page 24</p> <p>1 Q. Okay. So for the record, 20th of July 2 that's when the end of the reports request for each 3 vender started, correct?</p> <p>4 A. Correct.</p> <p>5 Q. Okay.</p> <p>6 MR. JONES: So I'm going to stop sharing 7 that document. Did it stop sharing, Ellen?</p> <p>8 THE STENOGRAPHER: Yes.</p> <p>9 MR. JONES: Okay.</p> <p>10 Q. All right. We're going to go back to — 11 MR. JONES: Can we share, go back to 12 Exhibit 1.</p> <p>13 Q. Rebecca, can you please. For the record, 14 give me a description of your audit -- procedure for 15 auditing a vender for, you know, audits, you know, do 16 they inspect -- do you have an inspector that does 17 it; can you explain?</p> <p>18 A. Yes. We have a team of inspectors who 19 perform the annual back audit for venders. The audit 20 is performed at the venders site and it's a review of 21 all the contractual requirements to ensure that the 22 annual retrainings have been done for all the 23 drivers, staff and that they have all the training 24 that's required; and that you're meeting all of these</p>
<p style="text-align: right;">Page 23</p> <p>1 I just highlighted. It starts with a good morning?</p> <p>2 A. "Good morning. Just a quick note, and 3 thank you to all who have been submitting their 4 report as requested. The end of the day report 5 should be received via e-mail prior to 8 a.m. the 6 following business day. MART needs to send an update 7 to HST by 9 a.m. the following day of transport, so 8 for today 7/28/2020. Please make sure you send by 8 9 a.m. on Wednesday, 7/29."</p> <p>10 Q. Isn't it a fact that this e-mail states 11 that the end of the day report is requested every day 12 at 8 a.m. the following business day?</p> <p>13 A. That's correct. That was the additional 14 request that was not part of the FY19 amendment that 15 we were going over, that was in regards to COVID 16 reporting.</p> <p>17 Q. Okay. Do you know when this started, the 18 end of the day report request started approximately?</p> <p>19 A. Give me one second and I can verify that.</p> <p>20 Q. Yes.</p> <p>21 MR. JONES: Ellen, can you mark this as 22 Exhibit 3.</p> <p>23 A. I believe the initial request came in 24 around the 20th of July from HST.</p>	<p style="text-align: right;">Page 25</p> <p>1 specifications that are within the contract.</p> <p>2 Q. Okay. Do you guys ever require -- is 3 that the only requirements?</p> <p>4 A. I'm sorry?</p> <p>5 Q. Is that the only way MART perform audits, 6 is through the inspector?</p> <p>7 A. Yes, as a general rule.</p> <p>8 Q. That's the general rule?</p> <p>9 A. Yes.</p> <p>10 Q. And how many times a year is that 11 required?</p> <p>12 A. When a vender first onboards, we do an 13 onboarding audit before they're assigned work. And 14 then it's done annually thereafter. And sometimes 15 additional follow-up is required and we have to go 16 back out and double check things that maybe weren't 17 present at the time we went out initially.</p> <p>18 Q. Okay. If you guys see, to look to my 19 left, I have another computer over here that I'm 20 working on that have the exhibits up. So for the 21 record, once a year and before the vender starts, the 22 auditor -- a team of auditors come out and audit the 23 company at the facility, correct?</p> <p>24 A. Correct.</p>

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<p style="text-align: center;">Page 26</p> <p>1 Q. Do you have any in-house people that do 2 audits, anybody at the brokerage department that 3 stays, you know, that will perform an audit there?</p> <p>4 A. We have some that have those capabilities 5 but it's generally the inspector that is going out to 6 do those audits.</p> <p>7 Q. So under the contract and the contract 8 amendments, audits are for the job of the auditor, 9 the inspectors, correct?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. And is that a rule, right, under 12 the regulations?</p> <p>13 A. It's required that we do annual debt 14 audits at the vendors facility. We do have in-house 15 staff -- not sure what you're referring but we do 16 have in-house staff, compliant staff that as vendors 17 are onboarding new drivers or new vehicles, that may 18 not be seen in audit. They will review and make sure 19 that that individual has all the requirements.</p> <p>20 Q. Is that only at the beginning or --</p> <p>21 A. Throughout the --</p> <p>22 Q. Beginning of --</p> <p>23 A. That's through the life of the contract 24 if you're adding individuals to the contract.</p>	<p style="text-align: center;">Page 28</p> <p>1 facility and they go through a vendor portal 2 training, which is where it's described how they will 3 accept the work that's being offered to them, how the 4 billing will be done, how you file and respond to 5 complaints.</p> <p>6 Q. Okay. During this vendor portal 7 training, do you have screens and computers for the 8 vendors to look at, for an example, of how a vendor 9 portal looks like?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Is that a requirement?</p> <p>12 A. What, that we have a screen?</p> <p>13 Q. That you have a computer simulator that 14 shows your vendor portal during training?</p> <p>15 A. It's not a requirement. The vendor 16 portal training is not a requirement. It's a 17 courtesy that we do with the vendors so that they 18 understand how the systems work and can accept their 19 jobs and respond to claims. There's no specific 20 requirement within the contract; that's generally 21 done before you start accepting work.</p> <p>22 Q. Okay. Isn't it a fact that the vendor 23 reporting requirements are in your contract and 24 amendments that state that you would have to, through</p>
<p style="text-align: center;">Page 27</p> <p>1 Q. Okay. Is that -- do you know if that's 2 in your contract in amendments?</p> <p>3 A. It's in the contract that you're required 4 to update your vehicle and driver lot that changes 5 are made and that all of those trainings and 6 requirements are required prior to putting them in 7 service with the consumers.</p> <p>8 Q. Is the audit requirement and the contract 9 and amendments?</p> <p>10 A. Yes, it's in the transportation provider 11 performance.</p> <p>12 Q. Okay. In the Transportation provider 13 performance contract amendment does it state that the 14 inspector only does the audits?</p> <p>15 A. No, I don't believe it does. It just 16 refers to the annual debt audits and inspections. It 17 doesn't classify who's performing them.</p> <p>18 Q. Okay. Next question is regarding 19 training. Can you tell me -- vendor training at your 20 facility. Can you tell me the procedure of vendor 21 training on the vendor portal at your facility, 22 please?</p> <p>23 A. When a new vendor onboards, before 24 they're assigned work, we have them come to our</p>	<p style="text-align: center;">Page 29</p> <p>1 the vendor portal, require -- through the vendor 2 portal -- training before you can get any rides?</p> <p>3 A. I don't believe it's stated within the 4 contract itself. But when a new vendor comes 5 onboard, we actually go through their application 6 first, that's the first step; once the application is 7 approved, we send out the contract. Once the 8 contract is back and signed, we send out for the 9 initial audit at the vendor facility. And then if 10 everything is complete, then we have the vendor come 11 in for a vendor portal training prior to being 12 assigned work.</p> <p>13 Q. Okay. What is the procedure for a vendor 14 to drop a client? Can a vendor just drop a client as 15 far as if he doesn't want to transport this client 16 anymore or does he have to seek MART's approval?</p> <p>17 A. If there's a particular individual that 18 you no longer want to transport, you can notify us 19 and we'll remove them from being offered to you in 20 the future.</p> <p>21 Q. Do the vendors have to get permission 22 from MART before they drop them?</p> <p>23 A. No.</p> <p>24 Q. So the vendor has the power to drop any</p>

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<p style="text-align: right;">Page 30</p> <p>1 client that they want without MART's approval?</p> <p>2 A. Are you referring to cancelling a trip</p> <p>3 that you've expected or just no longer continuing to</p> <p>4 transport an individual?</p> <p>5 Q. The question is, can the vendor no</p> <p>6 longer -- choose to no longer transport a client</p> <p>7 without MART's authorization?</p> <p>8 A. If you already have them for a scheduled</p> <p>9 tripped, you would have to inform us. You don't</p> <p>10 require our authorization.</p> <p>11 Q. Okay. Again, I'm trying to narrow this.</p> <p>12 The vendor has a client. There's a problem. Can the</p> <p>13 vendor drop the client for the next future trips</p> <p>14 without consulting with MART?</p> <p>15 A. MART has to be notified so that the</p> <p>16 individual's trips are rescheduled.</p> <p>17 Q. Okay. Can the vendor drop the client</p> <p>18 without MART's authorization, yes or no?</p> <p>19 MS. ECKER: Objection. She's answered</p> <p>20 this question.</p> <p>21 MR. JONES: No, she hasn't.</p> <p>22 MS. ECKER: Well, she has. But she can</p> <p>23 answer it again.</p> <p>24 A. We don't have to give you authorization,</p>	<p style="text-align: right;">Page 32</p> <p>1 MART have the authority to remove a vendor or a</p> <p>2 driver from performing any trips with MART, yes or</p> <p>3 no?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. The next question is on the</p> <p>6 capacity tab from the vendor portal. Can you</p> <p>7 explain for the record what is the capacity tab and</p> <p>8 what it does?</p> <p>9 A. So the capacity tab on the vendor portal</p> <p>10 would be the amount of work that the vendor is able</p> <p>11 to perform throughout the course of the day.</p> <p>12 Q. Do the vendor have the capability to</p> <p>13 change the capacity tab to reflect how much work he</p> <p>14 would like?</p> <p>15 A. They did early on but that was locked</p> <p>16 from being changed about two years ago, I think.</p> <p>17 Q. So two years ago the capacity tab was no</p> <p>18 longer available to vendors to change?</p> <p>19 A. Correct.</p> <p>20 Q. Did you notify vendors of this change?</p> <p>21 A. We notified vendors that we were going</p> <p>22 through capacity and that we would be making</p> <p>23 adjustments here.</p> <p>24 Q. So you notified vendors that they would</p>
<p style="text-align: right;">Page 31</p> <p>1 Paul, but we have to be notified.</p> <p>2 Q. Okay. Now we're getting somewhere. So</p> <p>3 MART -- what you're saying is MART does not have to</p> <p>4 give the vendor authorization to drop a client,</p> <p>5 correct?</p> <p>6 A. Correct.</p> <p>7 Q. Now, I have a question. The next</p> <p>8 question, does MART have the authority to hire and</p> <p>9 fire any of the vendor's employees?</p> <p>10 A. We are not the hiring or the firing</p> <p>11 authority. But by contract, we have the right to</p> <p>12 request removal from an individual working on our</p> <p>13 contract.</p> <p>14 Q. So are you saying that MART has the right</p> <p>15 to remove a driver from the contract?</p> <p>16 A. From working on the MART contract, yes.</p> <p>17 It is in their contract that MART and/or E-O-H-H-S.</p> <p>18 Q. Well, MART is --</p> <p>19 A. Can fire or removal.</p> <p>20 Q. So MART or E-H-S-S -- what was that,</p> <p>21 E-S-H-S?</p> <p>22 A. E-O-H-H-S, the Executive Office of Health</p> <p>23 and Human Services.</p> <p>24 Q. Okay. But my specific question is, does</p>	<p style="text-align: right;">Page 33</p> <p>1 no longer be able to control the capacity tab,</p> <p>2 correct?</p> <p>3 A. Correct.</p> <p>4 Q. And when did you say this happened?</p> <p>5 A. It was a couple of years ago, two years</p> <p>6 ago.</p> <p>7 Q. Have you ever received e-mails from me</p> <p>8 inquiring about this specific thing, why I couldn't</p> <p>9 change my capacity tab?</p> <p>10 A. Honestly, off the top of my head, I</p> <p>11 received several e-mails from you over time Paul; but</p> <p>12 I don't know if that were related to the capacity.</p> <p>13 Q. Okay. You state that all vendors was</p> <p>14 notified of this, correct, that the capacity -- that</p> <p>15 they couldn't change their capacity tab any longer?</p> <p>16 A. We sent notices out to vendors that we</p> <p>17 were going to be adjusting the capacity, based off</p> <p>18 the fleet side.</p> <p>19 Q. So would you -- would it be a fair to say</p> <p>20 that MART controlled the amount of work that a vendor</p> <p>21 would request in his capacity tab?</p> <p>22 A. Yes, we did control that based on the</p> <p>23 size of the vendors fleet.</p> <p>24 Q. I see. So what would be the procedure if</p>

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<p style="text-align: center;">Page 34</p> <p>1 I wanted to change my capacity tab after the changes 2 went through that only MART could control the 3 capacity tab? 4 A. You could e-mail the contracts department 5 and request that they be adjusted. 6 Q. So is it fair to say once that – I'm 7 sorry. Are you finished? 8 A. Yes. 9 Q. Is it fair to say once a vendor e-mail 10 the proper department, his capacity tab would be 11 changed only if MART thought his fleet size could 12 handle the change? 13 A. Correct. 14 Q. So, basically, MART controlled the work 15 based on the fleet size? 16 A. Correct. 17 Q. So MART could control each vendor's 18 capacity of work given to them based on how many 19 vehicles they had on the road? 20 A. A number of vehicles and the size of the 21 vehicles, yes. 22 Q. Basically, MART controlled the work that 23 a vendor could receive? 24 A. The amount that would be offered, yes.</p>	<p style="text-align: center;">Page 36</p> <p>1 it doesn't include today's work or work for tomorrow. 2 Q. I understand that. 3 A. Yes. 4 Q. Now – so can you explain to me are you 5 familiar with the employees that MART instructed me 6 to no longer let them work with MART clients? 7 A. We keep a list here, yes. 8 Q. You say you keep a list? 9 A. If we removed somebody from working on 10 the contract, we keep that information here, yes. Do 11 I know off the top of my head, no. 12 Q. Okay. So is it fair to say if MART had 13 me remove an individual, a driver, that that 14 individual couldn't drive for a number of years 15 contracting with MART? 16 A. If an individual has been permanently 17 removed from working on the MART contract, yes. If 18 they were to work for another vendor, we would not 19 let them come onboard. 20 Q. So it's a fact that you're telling me 21 that if MART removed one of my drivers, CCRD drivers, 22 Commonwealth, the vendor, that driver couldn't go 23 work for another vendor, correct? 24 A. It would depend on the actual removal.</p>
<p style="text-align: center;">Page 35</p> <p>1 Q. So MART control the amount of work that 2 could be offered to a vendor? 3 A. Correct. 4 Q. Okay. Sorry, I just got to look at my 5 computer because I got everything written down. 6 Okay. Now, on the vendor portal, how far out can a 7 vendor go to accept work, one day, two days, a week, 8 two weeks? 9 A. On the vendor portal, work is assigned 10 near the low cost assignment and, initially, work was 11 being offered seven days out in advance. We 12 increased that to 14 days in advance. 13 Q. Okay. So have you ever increased it to 14 30? 15 A. No. 16 Q. So the limit is a vendor can go out 14 17 days to create a schedule for itself, correct? 18 A. The vendor can go out 14 days to see if 19 there's work being offered to him based off the 20 business. And that's three days out. It doesn't 21 include same day trip or next day trip. 22 Q. What's three days out? 23 A. The vendor portal, Trip assignment is 24 three days out. It doesn't include -- for example,</p>	<p style="text-align: center;">Page 37</p> <p>1 At times we remove drivers pending a retraining or 2 pending investigation, things of that nature; but if 3 it's a permanent removal from working on the MART 4 contract, then they would not be able to go work for 5 another. 6 Q. Question. Answers. So MART has the 7 power to hire -- I mean, to fire, disengage our 8 employees, drivers, correct? 9 A. No. 10 Q. Does MART have the authority to fire the 11 employees that drive MART's clients? 12 A. No, we are not the hiring agency or the 13 firing agency. We have the right to remove them from 14 working on our contract. 15 Q. What is the definition of removal, with 16 removing or working on your contract; what's that 17 definition? 18 A. It means that they can't transport the 19 clients that are being assigned to the company by 20 MART. 21 Q. Any longer, correct? 22 A. Correct. 23 Q. So that's firing, correct? 24 A. No. We're removing them from our</p>

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<p style="text-align: right;">Page 38</p> <p>1 contract. If the vendor only works for MART and has 2 no other work to give them, and that's the ultimate 3 thing that happens, that's not us doing that. We're 4 not the hiring or the firing agency. We're just 5 the --</p> <p>6 Q. So, basically, are you firing them from 7 transporting MART's clients?</p> <p>8 A. We're removing them from transporting our 9 clientele.</p> <p>10 Q. What is the definition of removing in the 11 context of this thing?</p> <p>12 A. It's labelled within your contract that 13 we have the right to remove them from working on 14 transporting our consumers.</p> <p>15 Q. Rebecca, please answer the question.</p> <p>16 MS. ECKER: She has answered the 17 question. That's four times now. You can 18 ask it one more time.</p> <p>19 MR. JONES: I'm not here to fight. This 20 is a deposition; I would like the question 21 answered.</p> <p>22 MS. ECKER: And she has answered it. But 23 go ahead.</p> <p>24 MR. JONES: No, she didn't answer.</p>	<p style="text-align: right;">Page 40</p> <p>1 A. The requirements are clearly listed 2 within the contract. There's a certain -- just like 3 all of our vendors, the drivers are required 4 drivers -- drivers and/or monitors are required to 5 have certain training. There's vehicle age 6 requirements for that program, different insurances 7 for that program based off the size of the vehicle. 8 The program-based transportation was actually put out 9 on an RFR on a five-year bid. So routes were 10 assigned to vendors. They stopped the response to 11 that RFR, and there's generally not new work going 12 out for that program on a regular basis.</p> <p>13 Q. Okay. Can you tell me the requirements 14 of the wait time for a driver, MART requirements for 15 a wait time for a driver when he's picking up a 16 client from home to go to an appointment?</p> <p>17 A. The contract states they're required to 18 wait five minutes past the pickup time and then 19 you're supposed to contact your dispatcher, attempt 20 to reach the client; and if there's no response, you 21 can continue on.</p> <p>22 Q. So MART -- is it fair to say MART 23 requires the driver to wait five minutes past the 24 time?</p>
<p style="text-align: right;">Page 39</p> <p>1 MS. ECKER: She didn't answer it the way 2 you wanted it answered, that's different. But 3 go ahead.</p> <p>4 Q. I want to know the definition of removal.</p> <p>5 A. Taking the individual away from 6 transporting our consumers.</p> <p>7 Q. That's it. There you go. Okay. Can you 8 please tell me how your D-S-S program works regarding 9 vendors?</p> <p>10 A. Our, what, program?</p> <p>11 Q. D-S-S?</p> <p>12 A. I don't have a DSS program.</p> <p>13 Q. D-D-S?</p> <p>14 A. DDS?</p> <p>15 Q. Yeah.</p> <p>16 A. Okay.</p> <p>17 Q. What does D-D-S stand for?</p> <p>18 A. Department of Developmental Services.</p> <p>19 Q. Now, you have a transporting program for 20 their clients, correct?</p> <p>21 A. Correct.</p> <p>22 Q. How does that program work, as far as 23 vendors transporting the clients, what is the 24 requirements of the vendor?</p>	<p style="text-align: right;">Page 41</p> <p>1 A. As the schedule pickup time and then the 2 attempt to contact the client.</p> <p>3 Q. Okay. Can you tell me how you're fine 4 system works when you fine a vendor for a no show.</p> <p>5 A. If there is a vendor no show, it's 6 actually recorded in the complaint.</p> <p>7 Q. So, basically, I just want to touch on 8 ways that a vendor can get fined. So the first 9 question is, if a client reports that a vendor was a 10 no show and the vendor actually showed up and the 11 vendor informed MART that he showed up, would MART 12 fine the vendor and require the vendor to submit 13 proof that he actually showed up?</p> <p>14 A. If a client calls and says that a 15 vendor's a no show, you know, depending on what the 16 sequence that that happened, if it's five minutes 17 around the pickup time, it depends on when we get a 18 call, that a complaint will get filed. The vendor 19 will have an opportunity to respond to that 20 complaint. And sometimes we do ask for additional 21 proof, GPS records, things of that nature.</p> <p>22 Q. So you ask for proof from the driver and 23 the vendor of GPS that shows that he was there?</p> <p>24 A. Correct.</p>

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<p style="text-align: center;">Page 42</p> <p>1 Q. In order not to get fined?</p> <p>2 A. Correct.</p> <p>3 Q. So if the vender or the driver can't</p> <p>4 produce pictures that he was there, is that a -- will</p> <p>5 he get fined?</p> <p>6 A. If in the end the consumer reported the</p> <p>7 vender a no show and did not make their appointment,</p> <p>8 and the vender doesn't have anything additional to</p> <p>9 support the fact that they were there, they could</p> <p>10 receive a fine, yes.</p> <p>11 Q. So is it fair to say if the vender</p> <p>12 doesn't have proof through GPS that he was there,</p> <p>13 they --</p> <p>14 A. Could provide a GPS record. They could</p> <p>15 provide a time stamp photograph. They could provide</p> <p>16 confirmation that somebody else that may have been in</p> <p>17 the vehicle at the time.</p> <p>18 Q. Is this a requirement in the amendments</p> <p>19 or the contract?</p> <p>20 A. Well, you're supposed to provide on-time</p> <p>21 service, and we're following up to a complaint.</p> <p>22 Q. Is proof of GPS or time stamp picture in</p> <p>23 the contract or the amendments?</p> <p>24 A. I'm not a hundred percent sure. I know</p>	<p style="text-align: center;">Page 44</p> <p>1 has to produce a time stamp picture in order to avoid</p> <p>2 a fine for a no show when a client makes a report?</p> <p>3 A. Again, I don't think it specifies any</p> <p>4 time stamped picture.</p> <p>5 Q. You say you don't think. That means</p> <p>6 you're not sure, correct?</p> <p>7 A. Correct. I don't have any amendment in</p> <p>8 front of me.</p> <p>9 Q. Okay. All right. One second. I'm just</p> <p>10 looking on my computer for the next questions.</p> <p>11 MS. ECKER: Can we just stop the screen</p> <p>12 sharing if possible?</p> <p>13 MR. JONES: What's the problem?</p> <p>14 MS. ECKER: When you screen share, if the</p> <p>15 exhibit's still up, I can't see everybody</p> <p>16 talking. So if you're not going to use the</p> <p>17 exhibit, I would appreciate it if we're not</p> <p>18 screen sharing.</p> <p>19 MR. JONES: But I might use it because</p> <p>20 I'm going through my questions and then I can</p> <p>21 reference the part to you.</p> <p>22 MS. ECKER: Okay.</p> <p>23 Q. Okay. The next question is regarding</p> <p>24 next day offers through your IV system – IVR system.</p>
<p style="text-align: center;">Page 43</p> <p>1 it is in current. I don't know what you're referring</p> <p>2 to or...</p> <p>3 Q. Any year. Any contract or amendments, is</p> <p>4 that in there where a vender has to show proof by GPS</p> <p>5 or time stamp picture in order to avoid a fine for a</p> <p>6 no show to a client?</p> <p>7 A. Again, I'm honestly not a hundred percent</p> <p>8 sure how it's worded in there or if it specifies</p> <p>9 those particular items.</p> <p>10 Q. Okay. Well, I'm not talking about the</p> <p>11 wording. Basically, we want to – I'm talking about</p> <p>12 proof. I understand, you know, you're not a -- you</p> <p>13 don't remember how the wording is for contracts, but</p> <p>14 I'm trying to just nail it down. If in your</p> <p>15 amendments or the contract, either year, is that</p> <p>16 requirement in there that a vender or a driver has to</p> <p>17 produce the GPS verification in order to avoid a</p> <p>18 fine?</p> <p>19 A. I don't think that it specifies a GPS</p> <p>20 verification in order to avoid a fine.</p> <p>21 Q. Okay.</p> <p>22 A. It's a follow-up to a customer complaint.</p> <p>23 Q. Okay. Does your contract or any</p> <p>24 amendment, any years state that a vender or a driver</p>	<p style="text-align: center;">Page 45</p> <p>1 How does that work?</p> <p>2 A. Then the next day offers through the IVR?</p> <p>3 Q. Yes, the next day offers?</p> <p>4 A. Okay. So the next day are being</p> <p>5 handled -- they start off being handled by our IVR</p> <p>6 system, which is a callout system, which starts at</p> <p>7 6:30 in the morning. It works very similar to the</p> <p>8 vender portal as far as low cost assignment; but it's</p> <p>9 actually physically calling the vender.</p> <p>10 Q. Okay.</p> <p>11 A. And it will call the vender up to three</p> <p>12 times. They have an opportunity to decline doing it</p> <p>13 right then if they don't -- if they're in the middle</p> <p>14 of something, it will call them up to three times</p> <p>15 before it moves on. And the system reads the trip</p> <p>16 information to the vender, and they have the ability</p> <p>17 to accept or decline the client trip being offered.</p> <p>18 Q. What was the procedure to stop the</p> <p>19 callout system from calling vendors and drivers?</p> <p>20 A. You would have to notify the contract</p> <p>21 department.</p> <p>22 Q. Can you go in and just mark your portal</p> <p>23 full?</p> <p>24 A. If you mark your portal full for the day,</p>

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<p>1 yeah, it would stop calling. 2 Q. It would stop calling? 3 A. Yes. 4 Q. Would it stop offering you work also 5 through the vendor portal? 6 A. The vendor portal wouldn't be processing 7 any work for the next day. The vendor portal is 8 three days, same day and next day is going -- same 9 day is going out by the live scheduling agent. And 10 the next day is going out by the IVR callout as well 11 as live scheduling. 12 Q. But my question is, if a vendor or driver 13 marks his portal full to avoid the phone calls coming 14 in, will that also trigger the vendor portal from 15 offering any work, next day, week out, 14 days out? 16 A. No. If a company marks themselves as 17 full for a particular day, it will stop offering work 18 for that particular day. 19 Q. Okay. Thank you. Commonwealth Community 20 Recovery Division, I'm just going to call them CCD -- 21 CCRD for short, okay, for the record. We had some 22 problems in the past with work being placed in our 23 portals. Do you recall that? 24 A. Yes, I do remember that there were a</p>	<p>1 Q. Okay. Does MART follow the state 2 requirements or they require more? 3 A. At one point it was the state minimum for 4 the MassHealth Demand Response as a higher level for 5 the program base. But that insurance requirement was 6 changed a couple of years ago where we required more. 7 Q. Okay. So is it safe to say that MART 8 requires more insurance requirements than the state 9 requirements as of 2020? 10 A. Than the state minimum, yes, absolutely. 11 Q. Okay. Does MART require more insurance 12 coverage than the state requires for 2019? 13 A. I believe, yes. 14 Q. Does MART require -- strike that. 15 Did MART require more insurance coverage 16 than the state required for 2018? 17 A. I'm honestly not a hundred percent sure. 18 I don't remember which contract we increased that in. 19 Q. Is it a fact that when a vendor accepts a 20 trip from MART for a specific time, MART doesn't 21 change the time unless you ask the vendor, who rather 22 than -- if you don't understand the question, I'll 23 rephrase it. 24 A. Please rephrase it because I'm not a</p>
<p>1 couple of incidents, yes. 2 Q. Yes. 3 A. I don't recall specifics. 4 Q. Right. But you do recall that we had 5 unauthorized work that we didn't accept put into your 6 portal, correct? 7 A. I remember you having complaint as such, 8 yes. 9 Q. Okay. Do you ever remember when MART 10 corrected it and acknowledged that we didn't accept 11 the work? 12 A. I know that there was a group that I 13 researched for you, and there were -- they had been 14 accepted by your IP as your log-in. 15 Q. So the question again, do you recall any 16 work that after research you found that we did not 17 accept that was putting out? 18 A. I don't recall, no. 19 Q. Okay. I have a question on insurance 20 policy for vendors working with MART. What is the 21 requirements of Massachusetts, not MART, 22 requirements; is it 20, slash, 40? 23 A. Based off the vehicle size, yes, those 24 are the state requirements.</p>	<p>1 hundred percent sure. 2 Q. Okay. Is it a fact that once a vendor 3 accepts a trip from MART for a specific pickup time, 4 like 8 a.m., does MART have to get authorization from 5 the vendor to say if they wanted to change the pickup 6 to 5:30 a.m.? 7 A. They would -- normally, any changes that 8 made highlight to the vendors through the vendor 9 portal in a different color; so it would really 10 depend on how far out that trip is. If the trip is 11 for the next day, or same say, they will call the 12 vendor. 13 Q. So MART has to -- so is it safe to say 14 that MART has the authority to change the pickup time 15 or the return time without the vendor's 16 acknowledgment? 17 A. Only for advanced trips. 18 Q. So is it a fact that MART can change the 19 times without authorization of the vendor? 20 A. Yeah, in advance you have the ability to 21 see that change and notify that you can no longer 22 accommodate. If it happens for the next day or same 23 day, they would call you immediately. 24 Q. So, basically, I'm trying to get an</p>
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<p>1 answer here. Does MART have the authority to change 2 the pickup time or the drop-off time that the vendor 3 agreed to do, whether it's a day or two or a week or 4 two weeks out, do they have the authority to change 5 the schedule of the vendor without authorization from 6 the vendor, yes or no?</p> <p>7 A. It's not a matter of authority. It would 8 be a consumer calling and changing their time.</p> <p>9 Q. Once the consumer calls and change the 10 time, does MART have the authority to change the time 11 without seeing if the vendor is available?</p> <p>12 A. I think I answered that. That's posed to 13 you, if it's in advance and if you can't accommodate, 14 you can decline it. If it's same day or next day, 15 they will call you and see if you can accommodate the 16 change that was made by the customer.</p> <p>17 Q. The issue I'm trying to get at is not if 18 it's a day or the two days or 7 days or 14 days out. 19 Does MART have the authority to change a vendor's 20 schedule?</p> <p>21 MS. ECKER: Objection. Asked and 22 answered. You can answer again.</p> <p>23 A. We're not changing the vendor schedule. 24 We're changing the customer's schedule. And the</p>	<p>1 Q. So if it's 7 or 14 days out, you don't 2 call the vendor?</p> <p>3 A. No, because you will see the change in 4 the portal for that trip. And if you can't 5 accommodate that change, you have the right to turn 6 it back.</p> <p>7 Q. Okay. Without -- if we turn it back, 8 will we receive a fine?</p> <p>9 A. If there was a change made to it? No.</p> <p>10 Q. Yes.</p> <p>11 MR. JONES: Okay. It's 11:41. Can we 12 take a break to -- lunch break till about 12 -- 13 what would be the proper time, Ellen, or 14 Attorney Ecker?</p> <p>15 MS. ECKER: How much longer do you think 16 you have, Mr. Jones?</p> <p>17 MR. JONES: I have no idea. I'm going 18 through my list.</p> <p>19 MR. ECKER: Well, are we talking the 20 entire afternoon. I'm just trying to get a 21 sense of...</p> <p>22 MR. JONES: I have no idea. I have a 23 list. I'm about halfway through it, so if we 24 can just keep moving things along. We should</p>
<p style="text-align: center;">Page 51</p> <p>1 protocol would be you would see the change in the 2 vendor portal in a different color, if it was 3 advanced trip, signalling to you that there has been 4 a change. If you can't accommodate that change, you 5 let us know and we reassign the trip. If the change 6 happens the same day or the next day, they will call 7 and ask the vendor if he is able to accommodate the 8 change.</p> <p>9 Q. Okay. Can you please do me a favor and 10 just answer the question; and if you don't understand 11 the question, ask me to rephrase it or -- because --</p> <p>12 A. I understand your question, Mr. Jones. 13 But my response is not going to change, because it's 14 not that we have the authority; we are changing the 15 trip based off the customer's request. If the trip 16 is already assigned to a vendor in the same day or 17 next day, we immediately call the vendor to see if he 18 can meet those accommodations. If it is in advance, 19 you'll see the change in a different color in your 20 portal and can decline to continue with that trip for 21 the future.</p> <p>22 Q. So it's safe to say you do contact the 23 vendor to see if he's available?</p> <p>24 A. If it is for the same day or next day.</p>	<p style="text-align: center;">Page 53</p> <p>1 be out of here in a few hours. How long do you 2 guys need for a lunch break?</p> <p>3 MS. ECKER: I don't need one. How about 4 if we do 12:15 -- we'll be back at 12:15, if 5 that's all right with the stenographer? I can 6 go through.</p> <p>7 MR. JONES: Let's take a break until 8 12:15. Okay?</p> <p>9 MS. ECKER: Yes.</p> <p>10 MR. JONES: Thank you.</p> <p>11 (Break at 11:43 p.m.)</p> <p>12 (Back on at 12:17 p.m.)</p> <p>13 Q. I would like to share a document that I 14 would like to mark for exhibit --</p> <p>15 MR. JONES: We already did Exhibit 3, 16 Ellen, correct?</p> <p>17 THE STENOGRAPHER: Yes. You were going 18 to send that one to me.</p> <p>19 MR. JONES: Yeah, I'm going to send it to 20 you. But I want to mark exhibit -- so the last 21 exhibit was 3, right?</p> <p>22 THE STENOGRAPHER: Yes.</p>

14 (Pages 50 to 53)

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<p>1 MR. JONES: So I have a document that I 2 would like to share and ask a question on. I'm 3 going to send this one. This is Exhibit 4. 4 Wrong one. Wrong one. I'm not seeing the 5 files here. All right. This is -- Ellen, this 6 is going to be marked as Exhibit 4. This is 7 an e-mail that I received from Rebecca.</p> <p>8 Q. And the question for this, do you see the 9 e-mail, Rebecca?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Now, earlier, I asked you about do 12 you recall any trips getting placed in the portal 13 without authorization, and you said. I don't 14 remember what you said, but I'm going to ask the 15 question again. Is there -- do you recall any trips 16 being placed in a portal without our authorization?</p> <p>17 A. My answer earlier was that I did not 18 recall any specifics but here in the e-mail, upon 19 investigation, it says that I found one.</p> <p>20 Q. So this e-mail can you please read a part 21 that that's highlighted. Well, first of all, can you 22 read the top, where it's from to who and a date?</p> <p>23 A. It's from myself to you on September 19, 24 at 9:25 a.m.</p>	<p>1 confirmation or CCRD's confirmation? 2 A. Yes, that's what this e-mail states.</p> <p>3 Q. And it says "the appropriate action has 4 been taken with the staff person." What type of 5 action was taken with the staff you found out that 6 they had placed trips in the portal that the vendor 7 did not confirm?</p> <p>8 MS. ECKER: I'm going to object to that 9 question, and I'm going to instruct her not to 10 answer. Not only is it beyond the areas of 11 inquiry by the court order, but it's also 12 confidential personnel information.</p> <p>13 MR. JONES: How is it confidential 14 information and it says right here "appropriate 15 action." I want to know what the objection is?</p> <p>16 MS. ECKER: Right. That means it's 17 confidential. The action that has been taken 18 was a personnel action against the employee and 19 that is confidential. It doesn't relate in 20 addition to the issues that we're here to 21 discuss today.</p> <p>22 MR. JONES: We're here to discuss 23 control. This points out control that one of 24 her staff was controlling us by putting back in</p>
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<p>1 Q. Okay. And can you read the highlighted 2 part of the e-mail?</p> <p>3 A. It says, "Paul, our follow-up 4 investigation has been completed and it has been 5 found that this trip was placed by staff into your 6 portal at 10:34 on 9/17/19 without required vendor 7 confirmation. Appropriate actions have been taken 8 with the staff person."</p> <p>9 Q. Is this a normal occurrence with staff 10 putting trips into the vendor's portals without 11 requirement of confirmation?</p> <p>12 A. Not that I found, no.</p> <p>13 Q. Do you recall this happened to me several 14 times, maybe -- you sent an e-mail like this several 15 times before?</p> <p>16 A. No, I do not recall.</p> <p>17 Q. Okay. So it's a fact that, -- isn't it a 18 fact that on September 17, 2009 this was placed in 19 the vendor portal without vendor confirmation?</p> <p>20 A. It says it was found, that this trip was 21 placed by staff into the portal.</p> <p>22 Q. Okay. Let's try this again. Isn't it a 23 fact that this e-mail confirms that a trip, some 24 trips were placed in the vendor portal without my</p>	<p>1 our portal without our authorization. It's a 2 control issue.</p> <p>3 MS. ECKER: Well, I disagree with your 4 characterization. But regardless of the 5 characterization, any discipline given to a 6 MART employee does not relate to whether you 7 are a MART employee or control and is 8 confidential.</p> <p>9 MR. JONES: Okay. That's on the record.</p> <p>10 Q. Again, Rebecca. It's a fact that MART 11 added work to the vendor without confirmation?</p> <p>12 A. It's a fact that an employee added this 13 trip without confirmation.</p> <p>14 Q. Okay. That's fine. Now, does MART 15 require a high level of skills for drivers or 16 vendors. Do they need like a college degree to be a 17 driver or a vendor?</p> <p>18 A. We don't -- there are certain 19 requirements for training and.</p> <p>20 Q. No, that wasn't the question. The 21 question is, I'm going to state it. Does MART 22 require a college degree for a vendor to be a vendor 23 with MART?</p> <p>24 A. No, there's no such requirement in place.</p>

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<p style="text-align: right;">Page 58</p> <p>1 Q. Okay. Does MART require a college 2 degree, high school diploma for any driver to drive 3 for MART? 4 A. They're not driving for MART. We're not 5 the hiring authority. They're driving for CCRD. 6 Those requirements would come from you.</p> <p>7 Q. Do MART require any of CCRD drivers to 8 have a high school diploma or a college degree to 9 drive their clients?</p> <p>10 A. That is not defined in the specs, no.</p> <p>11 Q. So that's a no?</p> <p>12 A. That is not defined in the specs that are 13 required of the vendor.</p> <p>14 Q. Is that a yes or a no?</p> <p>15 A. That's a no. It's not required in the 16 specs of your contract.</p> <p>17 Q. Okay. All right. What time does your 18 IVR system start calling vendors and drivers for next 19 day trips each day?</p> <p>20 A. I believe I answered that earlier, it's 21 6:30 in the morning it starts.</p> <p>22 Q. So you start at 6:30 in the morning. Did 23 you ever start later than that?</p> <p>24 A. It only starts a little bit later other</p>	<p style="text-align: right;">Page 60</p> <p>1 MR. JONES: She's adding comments. 2 MS. ECKER: Mr. Jones, she's answering 3 your questions. She's actually been very 4 patient. But go ahead you can answer it again.</p> <p>5 MR. JONES: She is adding comments. I'm 6 asking a simple question and she's adding 7 comments.</p> <p>8 Q. Can your IVR system call at 6 p.m. at 9 night, yes or no?</p> <p>10 A. Yes.</p> <p>11 Q. Can your IVR system call at 7 p.m. at 12 night, yes or no?</p> <p>13 A. Yes.</p> <p>14 Q. Can your IVR system even call after a 15 vendor is closed?</p> <p>16 A. Yes, it could.</p> <p>17 Q. Okay. Here we go. Make this real short 18 and sweet. MART is in the business of 19 transportation, correct?</p> <p>20 A. Correct.</p> <p>21 Q. How long has MART been in business with 22 transportation approximately?</p> <p>23 A. For the service that you're doing?</p> <p>24 Q. Massachusetts Regional Transit Authority,</p>
<p style="text-align: right;">Page 59</p> <p>1 than that on a date that rates might be being applied 2 or if there was an issue with the system.</p> <p>3 Q. Suppose a vendor opens a little later, is 4 not open at 6:30, does the call still come through?</p> <p>5 A. If they're signed up to get work through 6 the IVR, yes, it does.</p> <p>7 Q. If a vendor opens at 7, does the call 8 still start at 6:30?</p> <p>9 A. Yes.</p> <p>10 Q. And up to what time do the calls stop for 11 the IVR system -- IVR system for next day calls?</p> <p>12 A. That can vary. Because it's working on 13 next day work. So as soon as all the work is 14 completed it stops.</p> <p>15 Q. Is it fair to say that a vendor or driver 16 can receive a call at 6 p.m. at night?</p> <p>17 A. They could if there was a high volume of 18 work for the next day, yes.</p> <p>19 Q. I'm going to ask that question, please 20 just answer the question.</p> <p>21 MS. ECKER: I'm going to object. You 22 keep saying "I'm going to ask it again, please 23 answer the question." She's answered the 24 question.</p>	<p style="text-align: right;">Page 61</p> <p>1 period, how long have they been in the business of 2 transportation, 10, 20, 30? It doesn't have to be 3 exact.</p> <p>4 A. 50 years probably.</p> <p>5 Q. Did you say 50, Rebecca?</p> <p>6 A. Oh, yeah.</p> <p>7 Q. So it's a fact that MART has been in the 8 transportation business for 50 years?</p> <p>9 A. Since its inception, yes.</p> <p>10 Q. Okay. So it's a fact that MART has been 11 in the transportation business for at least 50 years?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. So seeing that MART's IVR system 14 calls vendors and drivers daily, this is a continuing 15 thing Monday through Friday on a daily basis, 16 correct?</p> <p>17 A. Correct.</p> <p>18 Q. Okay. So, basically, every day MART is 19 calling -- strike that.</p> <p>20 So MART -- strike that.</p> <p>21 MART has a continuing relationship with 22 the drivers and the vendor?</p> <p>23 A. I'm not understanding your question.</p> <p>24 Q. I'm just saying that, you know, the</p>

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<p>1 question is, MART has relationship on an ongoing 2 basis with the vendor, meaning that the vendor just 3 doesn't get in touch with MART and get all this work. 4 This is a continuing relationship between MART and 5 the vendors and the drivers on a daily basis?</p> <p>6 MS. ECKER: Objection.</p> <p>7 A. It's a relationship with MART and the 8 vendor.</p> <p>9 Q. Okay.</p> <p>10 A. On a daily basis.</p> <p>11 Q. Thank you. How often is the vendor paid 12 through MART, is it to be paid hourly, weekly, 13 monthly, biweekly?</p> <p>14 A. The service that your company provided 15 was for the MassHealth PT One Demand Response, which 16 is a 15-day billing cycle. The first or the 15th of 17 the month is the first cycle. The 15th should be end 18 of the month, is the next cycle and then there's 19 payable for the contractual obligation; they're paid 20 within 45 days following an improved invoice.</p> <p>21 Q. So, basically, the work that the vendor, 22 CCRD, and their employees perform is part of MART's 23 everyday business?</p> <p>24 MS. ECKER: Objection.</p>	<p>1 screens that's required?</p> <p>2 A. When you're adding a new driver?</p> <p>3 Q. Yes.</p> <p>4 A. Okay.</p> <p>5 Q. Can you explain that report in detail?</p> <p>6 A. We don't label it as a report. There's 7 specific things that are required within the contract 8 prior to you, as a vendor, putting the driver in 9 contact with the agency consumers that are under the 10 contract. So you have to send a updated RMV report, 11 the date that you ran the CORI. You have to at a 12 minimum have a fingerprint receipt, and the required 13 training and confirmation of the result of the test 14 for the preemployment.</p> <p>15 Q. Is that before we can -- the employee, 16 the driver, can actually start driving with MART 17 required to send to you guys?</p> <p>18 A. You're supposed to update your vehicle 19 log as you hire so we verify that they have all the 20 requirements.</p> <p>21 Q. What type -- what is the name of this 22 document? You said it's not a report. What do you 23 name it?</p> <p>24 A. It's not a report. It's contractual</p>
<p>1 MR. JONES: On what grounds?</p> <p>2 MS. ECKER: Form of the question. But 3 she can answer. I didn't instruct her not to 4 answer.</p> <p>5 MR. JONES: You instructed her not to 6 answer that?</p> <p>7 MS. ECKER: She can answer the question. 8 I'm just objecting for the record.</p> <p>9 A. So repeat your question, Paul.</p> <p>10 Q. So the work that CCRD and I do is a 11 regular part of MART's business?</p> <p>12 MS. ECKER: Objection.</p> <p>13 A. Correct.</p> <p>14 Q. One second. I want to ask a question on 15 one more report that is required from MART. It's an 16 employee report -- driver's report. Strike that. 17 I'm going to ask a question on a report that is also 18 from the vendors to MART that MART requested. Can 19 you explain the employee report?</p> <p>20 A. I am not sure what you're talking about. 21 You'll have to give me an example of what you're 22 referring to.</p> <p>23 Q. No problem. The drivers report, you 24 know, when you send over the drivers hire date, drug</p>	<p>1 requirements.</p> <p>2 Q. Is it an employee log? What's the name 3 of it? I'm going to put a name on it.</p> <p>4 A. It's not a report. We house the backup 5 information here in a database, but it's not -- we 6 don't require that you submit a report. We require 7 that you submit particular items that are clearly 8 defined within your contract.</p> <p>9 Q. Well, is it called an employee log, yes 10 or no?</p> <p>11 A. We keep a record here. We don't call it 12 anything. It's in your database.</p> <p>13 Q. So it's not called an employee log, 14 correct?</p> <p>15 A. In the contract it's your employee log 16 that you update.</p> <p>17 Q. Okay. Rebecca, I'm trying to get a name 18 of this. I have e-mails that says send over employee 19 log, and it says that an employee log is attached to 20 it. So I'm trying to understand, because you're 21 the --</p> <p>22 A. Within the contract, Paul, it's your 23 company's updated employee log that they're 24 referring.</p>

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<p style="text-align: center;">Page 66</p> <p>1 Q. I don't care -- the question's not whose 2 it is. The question is the name of it, because I 3 just want to write it down for, you know, exhibit 4 purposes and things like that.</p> <p>5 A. In your contract it is referred to as 6 your employee log.</p> <p>7 Q. So employee log is the name, correct?</p> <p>8 A. Yeah.</p> <p>9 Q. Okay. When is this required to be sent 10 to MART?</p> <p>11 A. Your contract clearly defines that you're 12 supposed to submit it when you make changes to it.</p> <p>13 Q. So is it a fact that before we hire an 14 employee -- a driver -- I'm sorry, strike that.</p> <p>15 Is it a fact that before we hire a 16 driver, we have to submit all these documents like an 17 RMV-1 and whatever else is required to MART for 18 approval?</p> <p>19 A. You can -- you're required to perform all 20 those items before you put the individual in contact 21 with our consumers.</p> <p>22 Q. Okay. Does MART have to approve it if 23 the driver is approved?</p> <p>24 A. When you send us your updates, we look at</p>	<p style="text-align: center;">Page 68</p> <p>1 I'm trying to ask you if -- it's just a 2 simple straightforward question. Do Commonwealth 3 Community Recovery Division have to get approval from 4 MART before we let a driver come in contact with a 5 consumer, yes or no?</p> <p>6 A. No. CCRD has to follow their contract 7 and have all those items in place prior to putting 8 the individual into service.</p> <p>9 Q. Okay. A few more questions here. Is a 10 GPS system required to transport MART clients?</p> <p>11 A. It's in the current contract.</p> <p>12 Q. Is it required?</p> <p>13 A. I think I answered that earlier saying I 14 don't think it was in there as a requirement.</p> <p>15 Q. No, we were -- what we were just talking 16 about earlier with the GPS was regarding 17 cancellations and things like that, if there was a 18 requirement for a cancellation. Now I'm asking is 19 there a requirement to transport MART's clients?</p> <p>20 A. There currently is.</p> <p>21 Q. As of?</p> <p>22 A. It's in the new contract.</p> <p>23 Q. For 2021?</p> <p>24 A. 2022.</p>
<p style="text-align: center;">Page 67</p> <p>1 all that documentation and say that they meet 2 guidelines; if they don't meet guidelines, then we 3 tell you you have to remove them, that they can't 4 transport MART's members.</p> <p>5 Q. So MART has the authority -- strike that.</p> <p>6 So we have to go to an approval process 7 with MART before we hire a driver and let them come 8 in contact with MART's employees; is that clear?</p> <p>9 A. You don't have to seek our approval to 10 hire your employees. You're supposed follow all 11 those things that are identified in the contract 12 prior to putting them in contact with agency 13 consumers.</p> <p>14 Q. Do you have to receive all your 15 credentialing before we put them in contact with 16 MART's consumers?</p> <p>17 A. Not necessarily. If you've done what's 18 required of your contract; when you send it, we're 19 going to verify it.</p> <p>20 Q. So is that a yes or no?</p> <p>21 A. We don't have to approve that. You are 22 the hiring authority.</p> <p>23 Q. Do you -- do MART have to approve -- 24 strike that?</p>	<p style="text-align: center;">Page 69</p> <p>1 Q. 2022?</p> <p>2 A. Yeah.</p> <p>3 Q. So it's in there. Okay.</p> <p>4 A. Yes. And I believe in '19 or '20 we were 5 launching our driver app, so you would have to have a 6 GPS-enabled phone.</p> <p>7 Q. On your driver's app, was that a 8 requirement that every driver use?</p> <p>9 A. We were just launching it so we were 10 putting it in place.</p> <p>11 Q. When did it launch?</p> <p>12 A. We started launching it last year.</p> <p>13 Q. So now is it a requirement for all 14 drivers to have?</p> <p>15 A. FY22.</p> <p>16 Q. That's great, save vendors a lot of 17 money. I got a few more questions, and we can wrap 18 this thing up.</p> <p>19 MR. JONES: So, now, Ellen what we need 20 to do is put up -- I'm going to send you 21 Exhibit 3 and 4; I made a note of that. And so 22 basically I just want to put up Exhibit 2 -- 23 I'm sorry. Hold on one second. Exhibit 1, the 24 interrogatories, I have a question on that.</p>

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<p style="text-align: right;">Page 70</p> <p>1 Interrogatories and admissions is on Exhibit 2. 2 So we can get rid of Exhibit 1, Ellen, and go 3 to Exhibit 2 so I can ask these final 4 questions. Exhibit 2, everyone sees it? 5 MS. ECKER: Yes. 6 A. Yes. 7 Q. Okay. This document is, Exhibit 2 it has 8 the answers that were sent from the defendant to me, 9 the interrogatories, admissions and -- this has the 10 interrogatories and admissions. So I have a few 11 questions. Have you ever seen this document before, 12 Rebecca? 13 A. Yes, I have. 14 Q. Okay. See my mouse? 15 A. Yes. 16 Q. Can you just read what it is, the title 17 of this document? 18 A. "Defendant ANSWERS to Plaintiff's First 19 Set of Interrogatories." 20 Q. Okay. Who answered these? 21 A. Myself. 22 Q. Okay. Can you read Interrogatory No. 2, 23 please. 24 A. "Please explain why after plaintiff</p>	<p style="text-align: right;">Page 72</p> <p>1 couldn't change it, only MART could, right? 2 A. A year and a half, two years ago, yes. 3 Q. Are you sure? 4 A. I'm pretty sure, yes. 5 Q. Okay. Are you sure, yes or no? 6 A. I don't recall the exact date. It was 7 approximately two years ago. 8 Q. Approximately two years ago? 9 A. Yes. 10 Q. Are you sure that you electronically 11 signed these on May 25, 2021? 12 A. Yes. 13 Q. And you answered them as well, correct? 14 A. Correct. 15 Q. Let's go back to No. 2 for the answer. 16 Can you read the answer, please, No. 2. 17 A. "Defendant objects to the interrogatory 18 to the extent that it does not contain the entire 19 e-mail referenced, which is a document that speaks 20 for itself, and was not attached to the plaintiff 21 first set of interrogatories to the defendant. 22 "Without waiving this or any other 23 objections, the defendant responds to the 24 interrogatory as follows: MART's vendors are able to</p>
<p style="text-align: right;">Page 71</p> <p>1 contacted Rebecca Badgley, Michelle Moyo and others, 2 that he was unable to edit the CCRD capacity tabs and 3 was denied access to do so and was told that MART 4 does not give the vendor ability to change they 5 capacity, that is something that only MART has access 6 to. With regards to standing orders, you will need 7 to contact the scheduling department. Thank you," 8 which was "cc" to the brokeragecontract@mrt.us, and 9 which was seen by over 15 MART employees." 10 Q. Okay. That was the question that I 11 asked. When did you answer these? I'm going to go 12 down to the date -- strike that. 13 It said you answered this on April 28, 14 2020 -- no, nope. I'm sorry. 15 A. No, it says that I answered it on May 16 25th. 17 Q. Nope. May 25th? 18 A. That's when I physically signed my name. 19 Q. Yes. So what was the date you answered 20 these on? 21 A. May 25th. 22 Q. Okay. Now, earlier, I asked you about 23 the capacity tab, and you said, oh, it was changed 24 two years ago where vendors or employees of vendors</p>	<p style="text-align: right;">Page 73</p> <p>1 make changes to their capacity manager to reflect 2 time and days of the week they are willing to accept 3 work by visiting the vendor portal and editing the 4 capacity management tab. The vendors are not able to 5 change the actual capacity figure in the vendor 6 portal software system." 7 Q. Okay. So according to this answer, MART 8 vendors are able to make changes to their capacity 9 tab? 10 A. Manage it -- 11 Q. To reflect times and days of the week? 12 A. Yes. 13 Q. Correct? 14 A. Yes. 15 Q. Didn't earlier you tell me we weren't 16 able to change the capacity tab to reflect -- 17 A. It says you weren't able to change your 18 capacity for the amount of work, that is specific to 19 the dates and times of the week that you're -- 20 Q. Why don't you strike that and I'll do it 21 over that way -- so it's a fact that MART vendors 22 are able to make changes to their capacity manager to 23 reflect the times and dates of the week they are 24 available, correct?</p>

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<p>1 A. Correct.</p> <p>2 Q. Okay. So now I want to ask -- we're</p> <p>3 going to go down to the admissions. Are you familiar</p> <p>4 with this document, Rebecca?</p> <p>5 A. Yes.</p> <p>6 Q. Can you read Request 1, please. Let me</p> <p>7 make it a little bit bigger.</p> <p>8 A. No, that's fine. I can see it. "Admit</p> <p>9 that MART coordinates the time of pickup and drop-off</p> <p>10 and return of all their clients that calls MART</p> <p>11 directly for transportation services through their</p> <p>12 transportation brokerage program for trips that are</p> <p>13 assigned to transportation vendors."</p> <p>14 Q. And the response, please.</p> <p>15 A. "Admitted."</p> <p>16 Q. Okay. Request No. 2, can you read it,</p> <p>17 please?</p> <p>18 A. "Admit that that capacity tab controls</p> <p>19 the time a vendor is operating hours displayed to</p> <p>20 MART in the amount of jobs and money a vendor can</p> <p>21 schedule and earn with MART's transportation</p> <p>22 program."</p> <p>23 Q. Answer?</p> <p>24 A. "Denied."</p>	<p>1 understanding here. Is this correct or isn't</p> <p>2 correct? You denied it so...</p> <p>3 MS. ECKER: She denied the entire</p> <p>4 paragraph, that was my objection. If you want</p> <p>5 to ask her a question that's not specifically</p> <p>6 this request, you can do that, but she denied</p> <p>7 the entire request.</p> <p>8 MR. JONES: Okay.</p> <p>9 Q. So can you read it one more time, please?</p> <p>10 A. "Admit that the capacity tab controls the</p> <p>11 time a vendor operating hours displays to MART and</p> <p>12 the amount of jobs and money a vendor can schedule</p> <p>13 and earn with MART's transportation program."</p> <p>14 Q. And the response was denied --</p> <p>15 A. Correct.</p> <p>16 Q. -- correct? In your own words, tell me</p> <p>17 what the capacity tab controls?</p> <p>18 A. So the capacity tab shows the hours that</p> <p>19 you're operating --</p> <p>20 Q. No. What it controls. Please --</p> <p>21 MS. ECKER: She just answered your</p> <p>22 question. Let her finish.</p> <p>23 MR. JONES: Please, Ms. Ecker, you don't</p> <p>24 have to be disrespectful. But can we please be</p>
<p>1 Q. The response, please?</p> <p>2 A. It says "denied."</p> <p>3 Q. Now, can you please tell me why this was</p> <p>4 denied?</p> <p>5 A. Well, ultimately, you choose. We offer</p> <p>6 you work and you choose whether you're going to</p> <p>7 accept or decline.</p> <p>8 Q. I'm referencing a question. "Admit that</p> <p>9 the capacity tab controls the time," stop. Does the</p> <p>10 capacity tab controls the time?</p> <p>11 MS. DECKER: I'm going to object if</p> <p>12 you're asking her only a portion because</p> <p>13 you're -- it doesn't have a period after that.</p> <p>14 You asked her about the entire request for</p> <p>15 admissions. If you're asking all of the</p> <p>16 request, that's fine.</p> <p>17 MR. JONES: No problem.</p> <p>18 Q. "Admit that the capacity tab controls the</p> <p>19 time a vendor operating hours displays to MART."</p> <p>20 Rebecca?</p> <p>21 A. The capacity tab contains your hours of</p> <p>22 service.</p> <p>23 Q. I'm taking this question all the way up</p> <p>24 to "and." So, basically, I'm trying to get an</p>	<p>1 cordial.</p> <p>2 MS. ECKER: I'm just saying you asked a</p> <p>3 question. Please let her finish her answer.</p> <p>4 MR. JONES: But it's the manner in which</p> <p>5 you're saying it. Can we just be cordial here,</p> <p>6 please.</p> <p>7 MR. ECKER: We are being cordial. I'm</p> <p>8 not trying to talk over you. But you asked a</p> <p>9 question, please let her answer it.</p> <p>10 MR. JONES: Thank you. That's much</p> <p>11 better.</p> <p>12 Q. So I'm going to ask you the question</p> <p>13 again.</p> <p>14 A. It displays the times that your company</p> <p>15 operates and what your capacities are; but,</p> <p>16 ultimately, you, as a vendor, control what you accept</p> <p>17 or decline from what's being offered to you.</p> <p>18 Q. Can you repeat that?</p> <p>19 A. I said the capacity tab shows what your</p> <p>20 hours of operation are and what your capacity is, but</p> <p>21 you, as the transportation provider, control what you</p> <p>22 accept or decline.</p> <p>23 Q. Okay. You said -- my question was, what</p> <p>24 does the capacity tab control? You answered the</p>

20 (Pages 74 to 77)

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<p>1 question that says what the capacity tab shows, shows 2 and control are two different things. I want to know 3 what the capacity tab controls not what the capacity 4 tab shows. So, please, the question again is, in 5 your own words, what does the capacity tab control?</p> <p>6 MS. ECKER: Objection. You can answer, 7 if you can.</p> <p>8 A. Companies are provided a volume of work 9 based off their capacity; that's the only thing that 10 it controls, is the volume of work that is assigned.</p> <p>11 Q. Okay.</p> <p>12 A. You control what you accept or decline in 13 what you do.</p> <p>14 Q. Okay. You just said that the capacity 15 tab controls the volume of work; is that correct?</p> <p>16 A. Being offered. If you as a company, 17 Mr. Jones, can only handle a hundred trips per day --</p> <p>18 Q. That's not the question that I asked, 19 Rebecca?</p> <p>20 A. You're asking --</p> <p>21 Q. I did not ask that question.</p> <p>22 MS. ECKER: Mr. Jones, let her finish.</p> <p>23 MR. JONES: No, it's -- I'm not 24 because --</p>	<p>1 in 2017 stating all vendors must create and submit a 2 log to MART on a monthly basis at the end of the 3 month, odometer reading, updated vehicle inventory, 4 total vehicle hours and hours that the vehicle is on 5 the road in service to MART for the month. Example, 6 time driver leaves garage to begin work until break 7 and time back in service until next break. Vehicle 8 accident miles, the odometer reading of the vehicle 9 at the time of an accident, report dead head miles 10 for wheelchair van, reporting of mileage from start 11 to first pick-up and from last drop-off to garage at 12 the end of the day unless there is a significant 13 break, then would need same after break.</p> <p>14 Percentage of fully allocated expenses in 15 service to MART broken down by the following 16 categories. 1. Vehicle operations, driver salary, 17 dispatcher salary, fuel. 2. Vehicle maintenance, 18 oil changes, tires, mechanic salary. 3. NonVehicle 19 maintenance, janitor salary, utility bills, cleaning 20 supplies. 4. General administration, office staff 21 salaries, profits, admin overhead, "f," fuel cost, 22 total cost of fuel for the month, "g" gallons of 23 fuel, total number of gallons of fuel purchased, "h," 24 miles per gallon, average number of miles that a</p>
<p style="text-align: center;">Page 79</p> <p>1 MS. ECKER: Let her finish. Mr. Jones, 2 let her finish.</p> <p>3 MR. JONES: I did not ask that question.</p> <p>4 MS. ECKER: Mr. Jones, let her finish.</p> <p>5 MR. JONES: My question is, what does the 6 capacity tab control, and she said a volume of 7 work being offered. And -- is that correct?</p> <p>8 MS. ECKER: And she didn't finish her 9 answer. So, for the record, please have her 10 finish her answer to you. Go ahead, Rebecca.</p> <p>11 A. It is not going to offer the vendor over 12 what their capacity is for the day.</p> <p>13 Q. That's not my question. Listen, my 14 question is, what does the capacity tab control?</p> <p>15 A. The capacity that you, as a company, and 16 your fleet size can handle in the course of a day.</p> <p>17 Q. Okay. Thank you. Now, what does the 18 capacity tab show?</p> <p>19 MS. ECKER: Objection.</p> <p>20 A. I already answered that, the hours --</p> <p>21 operating hours and capacity.</p> <p>22 Q. Okay. Question answered. All right.</p> <p>23 Read number 3 for me.</p> <p>24 A. "Admit that MART employees sent an e-mail</p>	<p style="text-align: center;">Page 81</p> <p>1 vehicle travelled on one gallon of fuel for each 2 vehicle used for brokerage contract."</p> <p>3 Q. And the question was -- what was her 4 response?</p> <p>5 A. "Admitted that MART request brokers 6 provide MART the information set forth above. Denied 7 that the above is a complete and accurate recitation 8 of an e-mail sent by a MART employee in 2017, which 9 e-mail is a document that speaks for itself and was 10 not attached to Plaintiff's Request for Admissions."</p> <p>11 Q. Okay. Would you admit that Request No. 3 12 is in your 2019 amendments not contract?</p> <p>13 A. Yes.</p> <p>14 Q. So for the record you admit that Question 15 No. 3 is in your 2019 amendments, just to be clear?</p> <p>16 A. Yes, it was in the 2019 amendment.</p> <p>17 Q. Okay. Do you admit this is a requirement 18 for MART vendors and their drivers in the 2019 19 amendments?</p> <p>20 A. Yes, it was in the amendment. But I 21 believe I indicated earlier that we didn't require 22 it. We didn't force vendors to submit.</p> <p>23 Q. Hold on. So you're saying that the 24 governing document in 2019 had this in it, but it</p>

21 (Pages 78 to 81)

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<p>1 wasn't a requirement? 2 A. We did not force the vendors to submit 3 it, that is correct. 4 Q. The question is, is it a requirement? 5 A. It was in the amendment. I've answered 6 the question. My response is not going to change. 7 It is in the amendment. 8 Q. It is a requirement in the 2019 9 amendments, yes or no? 10 A. It was in the additional provider 11 performance standard under required reporting. But 12 we did not request the vendors to submit nor force 13 them to. 14 Q. Rebecca, this is a very simple question. 15 MS. ECKER: And she's answered the 16 question. 17 MR. JONES: No, she didn't. 18 MS. ECKER: Mr. Jones, she's going -- 19 MR. JONES: She -- 20 MS. ECKER: Mr. Jones, let me finish for 21 the record so the stenographer doesn't have us 22 talking over one another. You repeatedly do 23 this. You ask the question. She answers the 24 question. For whatever reason, you don't like</p>	<p>1 the transportation business, correct? 2 A. Correct. 3 Q. For approximately 50 years, correct? 4 A. MART, a regional transit authority, yes. 5 Q. MART is -- you said MART has been in the 6 business for approximately 50 years, correct? 7 A. Correct. 8 Q. And you also earlier stated that MART 9 didn't require a vendor to have a degree, high school 10 diploma or anything like that, correct? 11 A. Correct. 12 Q. But, yet, on No. 5 when I asked, "Admit 13 that MART -- that the skills required to participant 14 at MART programs, transportation programs as a 15 transportation vendors does not require a degree in a 16 particular skill and constitute a regular and 17 essential part of MART's business operations." You 18 denied No. 5, right? 19 A. Correct. 20 Q. Thank you. I got a question. Can you 21 explain what a standing order is? 22 A. A standing order is a repeating trip 23 schedule. So an example of that would be an 24 individual going three days a week same days, same</p>
<p style="text-align: center;">Page 83</p> <p>1 the answer, you ask again and we go back and 2 forth. I will let you ask it one more time 3 before I -- 4 MR. JONES: This is a yes or a no 5 question. 6 MS. ECKER: But it's not. And I think 7 that's what you're not understanding. Just 8 because you say it is a yes or no question, 9 doesn't mean the witness has to answer yes or 10 no, so that's your interpretation. But it's 11 not necessarily a yes or no answer every time 12 you ask a question. But go ahead, ask again. 13 Q. Rebecca, is No. 3 that you just read with 14 all these requirements in the 2019 MART amendments? 15 A. Yes, it is in there but we did not 16 require it to be submitted. 17 Q. Thank you. We're going to No. 5. Can 18 you read that please, Request No. 5? 19 A. "Admit that the skills required to 20 participate in MART's transportation program as a 21 transportation provider does not require a degree in 22 a particular skill the constitute a regular and 23 essential part of MART's business operations." 24 Q. Okay. Earlier, you said that MART was in</p>	<p style="text-align: center;">Page 85</p> <p>1 times, same appointments, such as dialysis or 2 something of that nature. 3 Q. So if I accepted -- if Commonwealth 4 Community Recovery Division accepted a trip and I was 5 a driver, say I was the only driver, and I had a 6 standing order for seven days a week, under your 7 definition I would have to take that client every day 8 of that standing order? 9 A. Correct. 10 Q. Okay. So isn't it a fact MART requires 11 vender portal training at least once when you first 12 start, a vendor starts? 13 A. Yeah. I answered that earlier. We have 14 them come in for vendor portal training before their 15 work is assigned. 16 Q. Okay. Can you read No. 8, please? 17 A. "Admitted that MART requires its vendors 18 to abide by safety requirements, to have certain 19 policies of insurance, to meet certain vehicle 20 requirements and offers other vendor portal and 21 orientation training." 22 Q. You didn't finish it. 23 MS. ECKER: I think she might have. 24 A. I think I started with the response. I'm</p>

22 (Pages 82 to 85)

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<p>1 sorry.</p> <p>2 Q. Yeah. Can you — Request No. 8.</p> <p>3 A. Request No. 8, "Admit that MART provides</p> <p>4 Vendor safety requirements, insurance requirements,</p> <p>5 vehicle requirements, CCRD INC employee</p> <p>6 requirements, vendor portal, orientation training,</p> <p>7 requires a vendor to work every day if they have a</p> <p>8 standing order for seven day a week, which is</p> <p>9 mandatory for all venders."</p> <p>10 Q. And the response please for No. 8 can you</p> <p>11 read?</p> <p>12 A. "Admitted that MART requires its vendors</p> <p>13 to abide by safety requirements, to have certain</p> <p>14 policies of insurance, to meet certain vehicle</p> <p>15 requirements and offers vendor portal and orientation</p> <p>16 training. The remaining allegations are denied."</p> <p>17 MR. JONES: Ellen, did you get the last</p> <p>18 sentence of that because I didn't hear.</p> <p>19 THE STENOGRAPHER: She's reading it from</p> <p>20 the document, so yeah.</p> <p>21 MR. JONES: Can you repeat the last</p> <p>22 sentence she said, Ellen.</p> <p>23 Q. Can you please read No. 9. I'm sorry.</p> <p>24 Let me make a note. No. 9 has Response No. 9 and</p>	<p>1 Exhibits 3 and 4. Thank you very much ladies</p> <p>2 for your patience with me.</p> <p>3 THE STENOGRAPHER: Attorney Ecker, would</p> <p>4 you want a copy of this?</p> <p>5 MS. ECKER: Yes, please.</p> <p>6 THE STENOGRAPHER: Exhibits also?</p> <p>7 MS. ECKER: Yes, please.</p> <p>8</p> <p>9 (Deposition concluded at 1:16 p.m.)</p> <p>10 (Exhibits 1-4, marked off the record)</p>
<p>Page 87</p> <p>1 Response No. 9. It's supposed to say Request No. 9.</p> <p>2 So can you read the top one?</p> <p>3 A. "Admit that CCRD or their employees</p> <p>4 possess no proprietary interest in their respective</p> <p>5 delivery routes that MART assigns and all customers</p> <p>6 (clients) belong not to CCRD but to MA."</p> <p>7 Q. Okay. Just to make a clarification, "MA"</p> <p>8 stands for MART.</p> <p>9 A. Okay.</p> <p>10 Q. And can you -- did you know that when you</p> <p>11 answered this?</p> <p>12 A. I assumed that you meant that the</p> <p>13 consumers belonged to the State of Mass. and the</p> <p>14 agency that they're covered by, so.</p> <p>15 Q. Okay. So I can you read the response,</p> <p>16 please?</p> <p>17 A. "Admitted that CCRD has no proprietary</p> <p>18 interest in the trips offered by MART and accepted by</p> <p>19 CCRD. The remaining allegations are denied."</p> <p>20 Q. Also, basically, I misnumbered these and</p> <p>21 the responses so they were -- okay. I already --</p> <p>22 strike that. Okay. So that's admitted. We can wrap</p> <p>23 it up for the day.</p> <p>24 MR. JONES: Ellen, I'm going to send you</p>	<p>Page 89</p> <p>1 CERTIFICATE</p> <p>2</p> <p>3 COMMONWEALTH OF MASSACHUSETTS</p> <p>4 PLYMOUTH, SS,</p> <p>5 I, Ellen M. Muir, a Shorthand Reporter, do</p> <p>6 hereby certify:</p> <p>7 REBECCA BADGLEY, the witness whose testimony is</p> <p>8 hereinbefore set forth, was duly sworn by me,</p> <p>9 pursuant to Mass. R. Civ. P. 27, 30, 30A, and 31, and</p> <p>10 that such testimony is a true and accurate record of</p> <p>11 my stenotype notes taken in the foregoing matter, to</p> <p>12 the best of my knowledge, skill and ability.</p> <p>13 I further certify that I am not related to any</p> <p>14 parties to this action by blood or marriage; and that</p> <p>15 I am in no way interested in the outcome of this</p> <p>16 matter.</p> <p>17 IN WITNESS WHEREOF, I have hereunto set my hand</p> <p>18 This 5th day of July, 2021.</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 Ellen M. Muir My Commission expires:</p> <p>24 Notary Public May 8, 2026</p>

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1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

3

4 Civil Action No. 4:19-cv-11093-TSH

5

6 *****

7 PAUL JONES, *

8 Plaintiff, *

9 v. *

10 MONTACHUSETTS REGIONAL TRANSIT *

11 AUTHORITY, et al. *

12 Defendants *

13 *****

14

15

16 30(b) (6) DEPOSITION OF REBECCA BADGLEY:

17 APPEARING REMOTELY FROM

18 Fitchburg, Massachusetts

19 June 22, 2021 9:59 a.m.

20

21 Reported By:

22 Ellen M. Muir

23 APPEARING REMOTELY FROM PLYMOUTH COUNTY,

24 MASSACHUSETTS

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1 REMOTE APPEARANCES:

2

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I N D E X

2
3 WITNESS: REBECCA BADGLEY

6 Mr. Jones 4

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8 (Exhibits marked off the record)

9 EXHIBIT: DESCRIPTION: PAGE:

10 1. Amendment to complaint & 88

14 2. Defendant's Answers to Plaintiff's 88

15 First Set of Interrogatories &
16 Defendant's Response to Plaintiff
17 First Request for Admissions

8 3. GMail e-mail, End of Day Report 88

for DMA work, August

20 4. Gmail e-mails between Mr. Jones & 88

z1 Rebecca Baughey

23 (Exhibits marked electronically by stenographer)

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1 REBECCA BADGLEY, Deponent, having first been
2 satisfactorily identified and duly sworn, deposes and
3 states as follows:

4

5 EXAMINATION BY MR. JONES:

6 Q. Hello, I'm going to go to Exhibit 1
7 first, page 41. Exhibit 1 is 2019 -- it's 2018
8 amendment to the contract, but it takes effect 2019.
9 My first question is, what would you like me to call
10 you, Ms. Badgley or Rebecca?

11 A. Whichever is fine, Paul.

12 Q. Okay. Rebecca. Rebecca, does this
13 document look familiar to you?

14 A. Yes, that's the FY19 contract amendment
15 to be effective July 1.

16 Q. Okay. July 1 of 2018, correct?

17 A. Correct.

18 Q. Fiscal year 2019 amendments?

19 A. Yep.

20 Q. Now, is your 2019 amendments, is it --
21 has it governed the vendors in your brokerage program
22 at Montachussetts Regional Transit Agency?

23 A. It's an amendment to their original
24 contract that was through FY22.

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1 Q. So this governs them, correct?

2 A. It's the regulations that are required to
3 be followed, yes, sir.

4 Q. Okay. All right. Now, you're going to
5 go down to page 41 of this document, which is 2019
6 amendments. Rebecca, can you please read 1A, what's
7 required for the reporting requirement "A," please?

8 A. "End of month odometer reading on
9 vehicles used for brokerage contract. Update vehicle
10 inventory with new or deleted vehicles."

11 Q. Okay. "End of month odometer reading on
12 vehicles." Can you explain what does that mean?

13 A. The odometer reading would be the number
14 of miles on your vehicle's odometer at the end of
15 the month.

16 Q. So is it a fact that this is saying that
17 for each vehicle the vendor would have to produce an
18 end of the month odometer reading for each and every
19 vehicle?

20 A. Correct. But it's not something that we
21 enacted, Paul.

22 Q. Well, just answer the question, please.

23 MS. ECKER: She is answering so let her
24 finish. Did you have something else, Rebecca?

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1 A. That wasn't the FY19 amendment. But it
2 wasn't something that we ended up enacting and
3 requesting of the vendors.

4 Q. Okay. But, look, this is my deposition
5 I'm asking a question, so basically I just want a
6 simple answer. If you guys want a deposition, you
7 guys can schedule one or whatever, so I want to get
8 through this quick because it costs me money. So
9 please just answer the questions. So, again, the end
10 of the month odometer reading you're stating that
11 each vendor has to give for each vehicle a document
12 that states how much the mileage is at the end of the
13 month, correct?

14 A. Yes, for the vehicles used on the
15 brokerage MART.

16 Q. Okay. Now, "B" can you please read line
17 "B" for me, please?

18 A. "Total vehicle hours, total vehicle hours
19 that the vehicle was on the road in service to MART
20 for the month. Example: Time driver leaves the
21 garage to begin brokerage work until break and time
22 back in service till next break or end of day."

23 Q. Okay. So line "B" basically says every
24 day the vendor and the drivers would have to keep

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1 **vehicle hours worked, correct?**

2 A. When in service for MART, yes.

3 Q. **Yes. Okay. Can you read line "C,"**
4 **please?**

5 A. "Accident vehicle miles, the odometer
6 reading of the vehicle at the time of the accident."

7 Q. **Okay. This is required for each vehicle**
8 **if it gets into an accident, correct?**

9 A. For MART work, yes.

10 Q. **Yes. Okay. "D" can you please read "D"?**

11 A. "Report dead head miles for wheelchair
12 vans or vehicles with a capacity of 14 or more
13 passengers, reporting of mileage from start to first
14 pickup and from last drop-off to garage at the end of
15 the day, unless there is a significant break, then
16 would mean same after break."

17 Q. **That doesn't apply to Commonwealth**
18 **Community Recovery Division, the vendor here, because**
19 **we don't have passenger vans with 14 or more.**

20 MR. JONES: Can you scroll down so we can
21 see the other, the rest of the document,
22 please, Ellen.

23 THE STENOGRAPHER: Yep.

24 Q. **Rebecca, can you please read line "E" of**

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1 **this document?**

2 A. "Percentage of fully allocated expenses
3 in service to MART broken down by the following
4 categories. See example below: Based off of 40,000
5 monthly invoice."

6 **Q. Can you explain exactly what line "E"
7 means, Rebecca?**

8 A. It's a percentage of the allocated
9 expenses that you have when in service for the MART
10 brokerage.

11 **Q. So you guys would like a report of this,
12 correct?**

13 A. Yes. At the time we put it in that's
14 what we were looking for. As I stated earlier it was
15 never requested or enacted for.

16 **Q. So vehicle 1 -- I mean, E-1 can you read
17 that line, please?**

18 A. "Vehicle operations, driver salary,
19 dispatch salary and fuel, 32,000, 80 percent."

20 **Q. Okay. So this is the example of what the
21 requirements would be for 2009, correct, for vehicle
22 operations, driver salaries, dispatcher salaries and
23 fuel?**

24 A. Based off your invoicing to MART.

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1 Q. You would want a report for the driver's
2 salary, the dispatcher's salary and the fuel,
3 correct?

4 A. A percentage of those items based off
5 your invoice for the month.

6 Q. Yes. But in the report you would want a
7 breakdown of the driver's salary, correct?

8 A. What is considered to be vehicle
9 operations, which includes driver salary, dispatch
10 salary and fuel.

11 Q. And you would want a breakdown of a
12 dispatcher salary, correct?

13 A. That's included in the vehicle
14 operations. It's not an individual breakdown.

15 Q. Right. I'm just asking one question at a
16 time so we can get everything on the record. You
17 would also want a breakdown of the fuel on a monthly
18 basis, correct, used for transporting MART's clients?

19 A. Correct.

20 Q. Can you read "E-2, please.

21 A. "Vehicle maintenance, oil changes, tires,
22 mechanic salary."

23 Q. Okay. So, basically, you would want a
24 report, a fee for vehicle maintenance for the oil

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1 changes for the month, correct?

2 A. A percentage, again, of your total
3 invoice related to the MART trips for the month.

4 Q. So you would want a breakdown, a report
5 of the oil changes that the vendor used for the
6 month, correct?

7 A. That would be what is considered vehicle
8 maintenance. We're not asking you to list individual
9 oil changes.

10 Q. Okay. All right. Let's go on to number
11 E-3.

12 A. "Nonvehicle maintenance, janitor salary,
13 utility bills, cleaning supplies, etc."

14 Q. Okay. Can you explain what number 3
15 means when you say you need a breakdown, a percentage
16 of what we spent the money on for janitor salary,
17 because transportation companies don't have janitor
18 salaries. Can you explain that, please?

19 A. You may not but some do. That's an
20 example of what percentage of your monthly invoice
21 would go to nonvehicle maintenance.

22 Q. Nonvehicle maintenance. So are you
23 saying janitor salary for office?

24 A. Yes, the facilities.

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1 Q. Okay. For the facilities?

2 A. Uh-huh.

3 Q. Okay. Utility bills, the breakdown for
4 utility bills you guys are asking for and that is
5 also for the facilities, correct?

6 A. Correct. Your nonvehicle maintenance.

7 Q. Okay. And the cleaning supplies, is that
8 for nonvehicle maintenance as well?

9 A. Correct.

10 Q. Okay. Can you please read E-4, general
11 admissions -- administration.

12 A. "General administration, office staff,
13 salaries, profit, admin, overhead.

14 Q. So I'm trying to get an understanding of
15 what D-4, general admissions. Can you please give me
16 an understanding of when you guys say "office staff
17 salaries," what is MART looking for in this E-4?

18 A. Again, those particular items are just a
19 percentage of your monthly invoice to MART for MART
20 services.

21 Q. So office staff salary. As you know we
22 had a couple -- well, you probably don't know but we
23 had a couple of staff that wasn't with MART; would
24 that be included?

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1 A. No. That were working on the MART
2 contract?

3 Q. **Yes.**

4 A. No.

5 Q. So you would only want a breakdown of the
6 office staff salaries that work with MART, correct?

7 A. Correct.

8 Q. Okay. Profits. You would also want a
9 breakdown of the monthly profits that the vender
10 made, correct?

11 A. A percentage of your monthly invoice to
12 MART, are all those items are.

13 Q. Profit. Let's focus on profit. MART
14 would want a breakdown of the profit for the monthly
15 invoice that we received from MART, correct?

16 A. That is one of the items under general
17 administration, yeah.

18 Q. It's profit, correct?

19 A. Yeah.

20 Q. Okay. Administration overhead, can you
21 give me a definition of administration overhead?

22 A. Your costs.

23 Q. For?

24 A. To run your office, your administration.

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1 Q. Okay. Can you make that a little
2 clearer; I need a breakdown of what administration
3 overhead cost includes and means, for the record?

4 A. Well, I'm not a hundred percent sure how
5 you run your business but that could be different --
6 could be even different supplies for your office.

7 Q. It could be what?

8 A. It could be different supplies for your
9 office.

10 Q. Such as?

11 A. Anything, paper, pens.

12 Q. Papers, pens?

13 A. Could be anything.

14 Q. Office supplies?

15 A. Yes.

16 Q. Okay. Let's go to line "F," fuel costs.

17 Can you please read that line and tell me exactly...

18 A. "Fuel costs, total cost of fuel for the
19 month."

20 Q. Would you please tell me exactly for the
21 record what does that line mean?

22 A. Again, it would be for your monthly
23 invoices to MART, the total cost of the fuel.

24 Q. So am I correct you're saying that you

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1 want a monthly report that breaks down the total fuel
2 costs that we use under the MART contract?

3 A. Correct.

4 Q. Okay.

5 MR. JONES: Ellen, can we go to the next
6 page?

7 Q. Can you please, Rebecca, read line G,
8 "gallons of fuel."

9 A. "Gallons of fuel, total number of gallons
10 of fuel purchased."

11 Q. So each month -- I just want to make it
12 clear for the record. Each month MART wants a
13 breakdown of the gallons of fuel purchased through
14 work done for MART, correct?

15 A. Correct.

16 Q. Okay. Can you please read "H"?

17 A. "Miles per gallon average, number of
18 miles that a vehicle travels on one gallon of fuel
19 for each vehicle used for brokerage contract."

20 Q. Okay. So line "H," "miles per gallon" am
21 I correct by saying that MART wants a monthly
22 breakdown of the number of miles for travel while
23 working for MART on one gallon of fuel report each
24 month, correct?

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1 A. Yes. For each vehicle used under the
2 contract, that is what was in the amendment.

3 Q. Okay. So let's just back up a little
4 bit. Can you state your full name for the record?

5 A. Rebecca Badgley.

6 Q. And what is your position at MART?

7 A. I am the director of the brokerage.

8 Q. Okay. How long have you worked there?

9 A. I've worked at MART for 32 years.

10 Q. For 32 years. Did you -- did you -- oh,
11 does it require you to have any degrees, college or
12 courses or anything?

13 A. At the time that I was hired, no, it did
14 not.

15 MS. ECKER: Can I just ask that we stop
16 screen sharing so I can see all --

17 MR. JONES: Excuse me?

18 MS. ECKER: Can you stop screen sharing
19 so I can see you and the witness if you're not
20 going to use the exhibit?

21 MR. JONES: No, we're going to go back
22 to, I mean, the exhibit. I just want to, you
23 know, I did not ask her some questions
24 regarding her job and, you know, because she is

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1 the witness, I just want to make sure she's
2 prepared.

3 MS. ECKER: Okay.

4 Q. You've been there 32 years. What is your
5 job description at MART, Montachusettts Regional
6 Transportation, brokerage?

7 A. I'm the director of the brokerage
8 operation. I oversee the contract that we have with
9 the State of Massachusetts --

10 Q. Okay.

11 A. -- for human service transportation?

12 Q. Are there anyone in the room with you
13 right now, Rebecca?

14 A. No, there is not.

15 Q. Okay. So it is safe to say that you
16 oversee the department that makes all the phone
17 calls, the call center?

18 A. I oversee all aspects of the brokerage,
19 so, yes, that includes call centers, scheduling.

20 Q. Okay. I'm pretty sure -- did you get a
21 chance to see the complaint that I filed in federal
22 court?

23 A. Yes.

24 Q. Okay. Did you -- do you oversee all of

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1 the defendants on the complaint, such as Michelle
2 Morio, Stephanie -- all of the people in the
3 complaint, do you oversee them?

4 A. I am not their director manager, but I
5 oversee them as a whole, yes.

6 Q. Okay. All right. Now, we can get back
7 to the exhibit, Exhibit 1. Can you scroll down to --

8 MR. JONES: Ellen, can you scroll down to
9 the interrogatories, that end of the document.
10 I don't know what page it's on.

11 THE STENOGRAFHER: Hold on.

12 MS. ECKER: I'm trying to understand what
13 your Exhibit 1 is.

14 MR. JONES: This is my deposition. I'm
15 asking the questions here. But if -- I'll
16 explain the document to you. Just, if you have
17 a question, just get to the point. This
18 document is Exhibit 1. It is 2019, again
19 amendments, the interrogatories and the
20 admissions. Okay.

21 MS. ECKER: Okay. How many pages is it?

22 MR. JONES: Excuse me?

23 MS. ECKER: How many pages is it?

24 MR. JONES: It's 56 pages. See at the

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1 top it says 56. No, it's -- if you can scroll
2 down -- is that the last page, Ellen?

3 THE STENOGRAPHER: Yes, that's the last
4 page.

5 MR. JONES: It's 56 pages. Does that
6 answer your question?

7 MS. ECKER: No, but I'm assuming it's
8 going to be an official document so I'll know
9 when I get a copy of it, so that's fine. Go
10 ahead.

11 MR. JONES: So I answered your question,
12 correct?

13 MS. ECKER: You didn't because -- and
14 this isn't your fault. It's difficult on a
15 Zoom deposition, but it looks to me as if
16 you've combined some documents together, so I'm
17 just trying to understand what's contained in
18 your Exhibit 1 so I know if it's complete, if
19 it's not, so I have a copy. So not a big deal.
20 At the end of the deposition I am sure the
21 stenographer will provide me a copy.

22 MR. JONES: Yeah, if you pay.

23 MS. ECKER: Either way I get a copy of
24 the exhibits. But I will pay the stenographer.

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1 I always do.

2 **Q. Let's go to the interrogatories.**

3 MR. JONES: And for the record, all of
4 these documents were requested and sent from
5 you.

6 MS. ECKER: Well, I don't know that,
7 that's the problem with not having this all
8 mixed and matched. So I'll take your word for
9 it, but I don't know what is in this document,
10 is my point.

11 MR. JONES: Okay.

12 MS. ECKER: But I'll take your word for
13 it.

14 MR. JONES: We've already been down that
15 road. I told you and I'm telling you that
16 these are the documents that when I propounded
17 my first set of discovery request from you.

18 MS. ECKER: Okay.

19 MR. JONES: Ellen, if you can scroll up a
20 bit, so the admissions. Can we take a
21 15-minute break so I can set up my other
22 Exhibit 2 to go through it so I can answer all
23 of Attorney Ecker's questions that she had for
24 Exhibit 1?

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1 MS. ECKER: I don't have any questions
2 for Exhibit 1. We can take a break but don't
3 do it just to answer my questions. I just what
4 to know what the exhibit is.

5 MR. JONES: I would like to take a break
6 so I can get my Exhibit 2 together, so I can
7 put together everything that I need. So let's
8 get back on the record in 15 minutes. Is that
9 fine with you, Ellen, Rebecca, Ms. Ecker?

10 MS. ECKER: That's fine with me. We'll
11 be back at 10:45.

12 MR. JONES: Okay.

13 (Five-minute break was taken)

14 MR. JONES: We're going to stay on
15 Exhibit 1 for a few more minutes just -- okay.

16 **Q. Rebecca, I have a question regarding**
17 **reporting. We're going to stay on this reporting.**
18 **Can you explain to me what end-of-day reporting that**
19 **was requested from MART, the definition of it and**
20 **meaning of it?**

21 A. What section are you referring to, Paul?

22 **Q. I'm referring to the end of the day**

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1 **report.**

2 A. The end-of-day report would be your
3 end-of-day report when you download your schedules
4 for the next day.

5 Q. Okay. Does it -- is it fair to say the
6 **end of the day reports all of the trips the drivers**
7 **and the venders went on -- the venders completed for**
8 **the day?**

9 A. No. When we reference the
10 end-of-day report --

11 Q. **Yeah.**

12 A. -- in those additional provider
13 performance standards, we're referring to what would
14 be CCRD or whomever the vendor is; when you download
15 your trips for the next day at the end of the day,
16 that's your end-of-day report.

17 Q. **So does the end of the day report**
18 **consistent of all the trips that the vendor performed**
19 **for the day?**

20 A. It would be all of the trips that are
21 assigned to you for the next day.

22 Q. **So basic it's just, to me, the schedule?**

23 A. We don't ask you to submit end-of-day
24 reports to us.

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1 Q. Okay. I have --

2 MR. JONES: Ellen, I haven an e-mail that
3 I would like to submit to you, and I need you
4 to mark it as Exhibit 3. What is procedure?
5 How do I do that?

6 (Discussion between stenographer and

7 Mr. Jones)

8

9 MR. JONES: Okay. Do you see this? It
10 says, "Gmail end of the day report for DMA,
11 work August," Ellen?

12 THE STENOGRAPHER: Yeah. End of day
13 report 1, the one that's highlighted?

14 MR. JONES: Yeah.

15 THE STENOGRAPHER: Yep, it's there.

16 Q. Okay. Rebecca, can you -- this is an
17 e-mail that I received from Richard, Stephens (sic).
18 Can you just read the names that are on the e-mail
19 that's highlighted right there?

20 A. Stephanie Richards. And it's cc'd to DMA
21 Contract.

22 Q. Okay. What is the date?

23 A. The date is July 28, 2020.

24 Q. Okay. Can you please read the part that

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1 **I just highlighted. It starts with a good morning?**

2 A. "Good morning. Just a quick note, and
3 thank you to all who have been submitting their
4 report as requested. The end of the day report
5 should be received via e-mail prior to 8 a.m. the
6 following business day. MART needs to send an update
7 to HST by 9 a.m. the following day of transport, so
8 for today 7/28/2020. Please make sure you send by 8
9 a.m. on Wednesday, 7/29."

10 **Q. Isn't it a fact that this e-mail states
11 that the end of the day report is requested every day
12 at 8 a.m. the following business day?**

13 A. That's correct. That was the additional
14 request that was not part of the FY19 amendment that
15 we were going over, that was in regards to COVID
16 reporting.

17 **Q. Okay. Do you know when this started, the
18 end of the day report request started approximately?**

19 A. Give me one second and I can verify that.

20 **Q. Yes.**

21 MR. JONES: Ellen, can you mark this as
22 Exhibit 3.

23 A. I believe the initial request came in
24 around the 20th of July from HST.

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1 Q. Okay. So for the record, 20th of July
2 that's when the end of the reports request for each
3 vender started, correct?

4 A. Correct.

5 Q. Okay.

6 MR. JONES: So I'm going to stop sharing
7 that document. Did it stop sharing, Ellen?

8 THE STENOGRAPHER: Yes.

9 MR. JONES: Okay.

10 Q. All right. We're going to go back to --

11 MR. JONES: Can we share, go back to
12 Exhibit 1.

13 Q. Rebecca, can you please. For the record,
14 give me a description of your audit -- procedure for
15 auditing a vender for, you know, audits, you know, do
16 they inspect -- do you have an inspector that does
17 it; can you explain?

18 A. Yes. We have a team of inspectors who
19 perform the annual back audit for venders. The audit
20 is performed at the venders site and it's a review of
21 all the contractual requirements to ensure that the
22 annual retrainings have been done for all the
23 drivers, staff and that they have all the training
24 that's required; and that you're meeting all of these

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1 specifications that are within the contract.

2 Q. Okay. Do you guys ever require -- is
3 that the only requirements?

4 A. I'm sorry?

5 Q. Is that the only way MART perform audits,
6 is through the inspector?

7 A. Yes, as a general rule.

8 Q. That's the general rule?

9 A. Yes.

10 Q. And how many times a year is that
11 required?

12 A. When a vendor first onboards, we do an
13 onboarding audit before they're assigned work. And
14 then it's done annually thereafter. And sometimes
15 additional follow-up is required and we have to go
16 back out and double check things that maybe weren't
17 present at the time we went out initially.

18 Q. Okay. If you guys see, to look to my
19 left, I have another computer over here that I'm
20 working on that have the exhibits up. So for the
21 record, once a year and before the vendor starts, the
22 auditor -- a team of auditors come out and audit the
23 company at the facility, correct?

24 A. Correct.

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1 Q. Do you have any in-house people that do
2 audits, anybody at the brokerage department that
3 stays, you know, that will perform an audit there?

4 A. We have some that have those capabilities
5 but it's generally the inspector that is going out to
6 do those audits.

7 Q. So under the contract and the contract
8 amendments, audits are for the job of the auditor,
9 the inspectors, correct?

10 A. Correct.

11 Q. Okay. And is that a rule, right, under
12 the regulations?

13 A. It's required that we do annual debt
14 audits at the vendors facility. We do have in-house
15 staff -- not sure what you're referring but we do
16 have in-house staff, compliant staff that as vendors
17 are onboarding new drivers or new vehicles, that may
18 not be seen in audit. They will review and make sure
19 that that individual has all the requirements.

20 Q. Is that only at the beginning or --

21 A. Throughout the --

22 Q. Beginning of --

23 A. That's through the life of the contract
24 if you're adding individuals to the contract.

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1 Q. Okay. Is that -- do you know if that's
2 in your contract in amendments?

3 A. It's in the contract that you're required
4 to update your vehicle and driver lot that changes
5 are made and that all of those trainings and
6 requirements are required prior to putting them in
7 service with the consumers.

8 Q. Is the audit requirement and the contract
9 and amendments?

10 A. Yes, it's in the transportation provider
11 performance.

12 Q. Okay. In the Transportation provider
13 performance contract amendment does it state that the
14 inspector only does the audits?

15 A. No, I don't believe it does. It just
16 refers to the annual debt audits and inspections. It
17 doesn't classify who's performing them.

18 Q. Okay. Next question is regarding
19 training. Can you tell me -- vendor training at your
20 facility. Can you tell me the procedure of vendor
21 training on the vendor portal at your facility,
22 please?

23 A. When a new vendor onboards, before
24 they're assigned work, we have them come to our

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1 facility and they go through a vendor portal
2 training, which is where it's described how they will
3 accept the work that's being offered to them, how the
4 billing will be done, how you file and respond to
5 complaints.

6 Q. Okay. During this vendor portal
7 training, do you have screens and computers for the
8 vendors to look at, for an example, of how a vendor
9 portal looks like?

10 A. Yes.

11 Q. Okay. Is that a requirement?

12 A. What, that we have a screen?

13 Q. That you have a computer simulator that
14 shows your vendor portal during training?

15 A. It's not a requirement. The vendor
16 portal training is not a requirement. It's a
17 courtesy that we do with the vendors so that they
18 understand how the systems work and can accept their
19 jobs and respond to claims. There's no specific
20 requirement within the contract; that's generally
21 done before you start accepting work.

22 Q. Okay. Isn't it a fact that the vendor
23 reporting requirements are in your contract and
24 amendments that state that you would have to, through

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1 **the vender portal, require -- through the vender**
2 **portal -- training before you can get any rides?**

3 A. I don't believe it's stated within the
4 contract itself. But when a new vender comes
5 onboard, we actually go through their application
6 first, that's the first step; once the application is
7 approved, we send out the contract. Once the
8 contract is back and signed, we send out for the
9 initial audit at the vender facility. And then if
10 everything is complete, then we have the vender come
11 in for a vender portal training prior to being
12 assigned work.

13 Q. **Okay. What is the procedure for a vender**
14 **to drop a client? Can a vender just drop a client as**
15 **far as if he doesn't want to transport this client**
16 **anymore or does he have to seek MART's approval?**

17 A. If there's a particular individual that
18 you no longer want to transport, you can notify us
19 and we'll remove them from being offered to you in
20 the future.

21 Q. **Do the venders have to get permission**
22 **from MART before they drop them?**

23 A. No.

24 Q. **So the vender has the power to drop any**

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1 client that they want without MART's approval?

2 A. Are you referring to cancelling a trip
3 that you've expected or just no longer continuing to
4 transport an individual?

5 Q. The question is, can the vendor no
6 longer -- choose to no longer transport a client
7 without MART's authorization?

8 A. If you already have them for a scheduled
9 tripped, you would have to inform us. You don't
10 require our authorization.

11 Q. Okay. Again, I'm trying to narrow this.
12 The vendor has a client. There's a problem. Can the
13 vendor drop the client for the next future trips
14 without consulting with MART?

15 A. MART has to be notified so that the
16 individual's trips are rescheduled.

17 Q. Okay. Can the vendor drop the client
18 without MART's authorization, yes or no?

19 MS. ECKER: Objection. She's answered
20 this question.

21 MR. JONES: No, she hasn't.

22 MS. ECKER: Well, she has. But she can
23 answer it again.

24 A. We don't have to give you authorization,

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1 Paul, but we have to be notified.

2 Q. Okay. Now we're getting somewhere. So
3 MART -- what you're saying is MART does not have to
4 give the vendor authorization to drop a client,
5 correct?

6 A. Correct.

7 Q. Now, I have a question. The next
8 question, does MART have the authority to hire and
9 fire any of the vendor's employees?

10 A. We are not the hiring or the firing
11 authority. But by contract, we have the right to
12 request removal from an individual working on our
13 contract.

14 Q. So are you saying that MART has the right
15 to remove a driver from the contract?

16 A. From working on the MART contract, yes.
17 It is in their contract that MART and/or E-O-H-H-S.

18 Q. Well, MART is --

19 A. Can fire or removal.

20 Q. So MART or E-H-S-S -- what was that,
21 E-S-H-S?

22 A. E-O-H-H-S, the Executive Office of Health
23 and Human Services.

24 Q. Okay. But my specific question is, does

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1 MART have the authority to remove a vender or a
2 driver from performing any trips with MART, yes or
3 no?

4 A. Yes.

5 Q. Okay. The next question is on the
6 capacity tab from the vender portal. Can you
7 explain for the record what is the capacity tab and
8 what it does?

9 A. So the capacity tab on the vender portal
10 would be the amount of work that the vender is able
11 to perform throughout the course of the day.

12 Q. Do the vender have the capability to
13 change the capacity tab to reflect how much work he
14 would like?

15 A. They did early on but that was locked
16 from being changed about two years ago, I think.

17 Q. So two years ago the capacity tab was no
18 longer available to venders to change?

19 A. Correct.

20 Q. Did you notify venders of this change?

21 A. We notified venders that we were going
22 through capacity and that we would be making
23 adjustments here.

24 Q. So you notified venders that they would

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1 no longer be able to control the capacity tab,
2 correct?

3 A. Correct.

4 Q. And when did you say this happened?

5 A. It was a couple of years ago, two years
6 ago.

7 Q. Have you ever received e-mails from me
8 inquiring about this specific thing, why I couldn't
9 change my capacity tab?

10 A. Honestly, off the top of my head, I
11 received several e-mails from you over time Paul; but
12 I don't know if that were related to the capacity.

13 Q. Okay. You state that all venders was
14 notified of this, correct, that the capacity -- that
15 they couldn't change their capacity tab any longer?

16 A. We sent notices out to venders that we
17 were going to be adjusting the capacity, based off
18 the fleet side.

19 Q. So would you -- would it be a fair to say
20 that MART controlled the amount of work that a vender
21 would request in his capacity tab?

22 A. Yes, we did control that based on the
23 size of the venders fleet.

24 Q. I see. So what would be the procedure if

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1 I wanted to change my capacity tab after the changes
2 went through that only MART could control the
3 capacity tab?

4 A. You could e-mail the contracts department
5 and request that they be adjusted.

6 Q. So is it fair to say once that -- I'm
7 sorry. Are you finished?

8 A. Yes.

9 Q. Is it fair to say once a vendor e-mail
10 the proper department, his capacity tab would be
11 changed only if MART thought his fleet size could
12 handle the change?

13 A. Correct.

14 Q. So, basically, MART controlled the work
15 based on the fleet size?

16 A. Correct.

17 Q. So MART could control each vendors
18 capacity of work given to them based on how many
19 vehicles they had on the road?

20 A. A number of vehicles and the size of the
21 vehicles, yes.

22 Q. Basically, MART controlled the work that
23 a vendor could receive?

24 A. The amount that would be offered, yes.

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1 Q. So MART control the amount of work that
2 could be offered to a vendor?

3 A. Correct.

4 Q. Okay. Sorry, I just got to look at my
5 computer because I got everything written down.
6 Okay. Now, on the vendor portal, how far out can a
7 vendor go to accept work, one day, two days, a week,
8 two weeks?

9 A. On the vendor portal, work is assigned
10 near the low cost assignment and, initially, work was
11 being offered seven days out in advance. We
12 increased that to 14 days in advance.

13 Q. Okay. So have you ever increased it to
14 30?

15 A. No.

16 Q. So the limit is a vendor can go out 14
17 days to create a schedule for itself, correct?

18 A. The vendor can go out 14 days to see if
19 there's work being offered to him based off the
20 business. And that's three days out. It doesn't
21 include same day trip or next day trip.

22 Q. What's three days out?

23 A. The vendor portal, Trip assignment is
24 three days out. It doesn't include -- for example,

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1 it doesn't include today's work or work for tomorrow.

2 Q. I understand that.

3 A. Yes.

4 Q. Now -- so can you explain to me are you
5 familiar with the employees that MART instructed me
6 to no longer let them work with MART clients?

7 A. We keep a list here, yes.

8 Q. You say you keep a list?

9 A. If we removed somebody from working on
10 the contract, we keep that information here, yes. Do
11 I know off the top of my head, no.

12 Q. Okay. So is it fair to say if MART had
13 me remove an individual, a driver, that that
14 individual couldn't drive for a number of years
15 contracting with MART?

16 A. If an individual has been permanently
17 removed from working on the MART contract, yes. If
18 they were to work for another vendor, we would not
19 let them come onboard.

20 Q. So it's a fact that you're telling me
21 that if MART removed one of my drivers, CCRD drivers,
22 Commonwealth, the vendor, that driver couldn't go
23 work for another vendor, correct?

24 A. It would depend on the actual removal.

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1 At times we remove drivers pending a retraining or
2 pending investigation, things of that nature; but if
3 it's a permanent removal from working on the MART
4 contract, then they would not be able to go work for
5 another.

6 Q. Question. Answers. So MART has the
7 power to hire -- I mean, to fire, disengage our
8 employees, drivers, correct?

9 A. No.

10 Q. Does MART have the authority to fire the
11 employees that drive MART's clients?

12 A. No, we are not the hiring agency or the
13 firing agency. We have the right to remove them from
14 working on our contract.

15 Q. What is the definition of removal, with
16 removing or working on your contract; what's that
17 definition?

18 A. It means that they can't transport the
19 clients that are being assigned to the company by
20 MART.

21 Q. Any longer, correct?

22 A. Correct.

23 Q. So that's firing, correct?

24 A. No. We're removing them from our

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1 contract. If the vendor only works for MART and has
2 no other work to give them, and that's the ultimate
3 thing that happens, that's not us doing that. We're
4 not the hiring or the firing agency. We're just
5 the --

6 Q. So, basically, are you firing them from
7 transporting MART's clients?

8 A. We're removing them from transporting our
9 clientele.

10 Q. What is the definition of removing in the
11 context of this thing?

12 A. It's labelled within your contract that
13 we have the right to remove them from working on
14 transporting our consumers.

15 Q. Rebecca, please answer the question.

16 MS. ECKER: She has answered the
17 question. That's four times now. You can
18 ask it one more time.

19 MR. JONES: I'm not here to fight. This
20 is a deposition; I would like the question
21 answered.

22 MS. ECKER: And she has answered it. But
23 go ahead.

24 MR. JONES: No, she didn't answer.

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1 MS. ECKER: She didn't answer it the way
2 you wanted it answered, that's different. But
3 go ahead.

4 **Q. I want to know the definition of removal.**

5 A. Taking the individual away from
6 transporting our consumers.

7 **Q. That's it. There you go. Okay. Can you**
8 **please tell me how your D-S-S program works regarding**
9 **venders?**

10 A. Our, what, program?

11 **Q. D-S-S?**

12 A. I don't have a DSS program.

13 **Q. D-D-S?**

14 A. DDS?

15 **Q. Yeah.**

16 A. Okay.

17 **Q. What does D-D-S stand for?**

18 A. Department of Developmental Services.

19 **Q. Now, you have a transporting program for**
20 **their clients, correct?**

21 A. Correct.

22 **Q. How does that program work, as far as**
23 **venders transporting the clients, what is the**
24 **requirements of the vender?**

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1 A. The requirements are clearly listed
2 within the contract. There's a certain -- just like
3 all of our vendors, the drivers are required
4 drivers -- drivers and/or monitors are required to
5 have certain training. There's vehicle age
6 requirements for that program, different insurances
7 for that program based off the size of the vehicle.
8 The program-based transportation was actually put out
9 on an RFP on a five-year bid. So routes were
10 assigned to vendors. They stopped the response to
11 that RFP, and there's generally not new work going
12 out for that program on a regular basis.

13 Q. Okay. Can you tell me the requirements
14 of the wait time for a driver, MART requirements for
15 a wait time for a driver when he's picking up a
16 client from home to go to an appointment?

17 A. The contract states they're required to
18 wait five minutes past the pickup time and then
19 you're supposed to contact your dispatcher, attempt
20 to reach the client; and if there's no response, you
21 can continue on.

22 Q. So MART -- is it fair to say MART
23 requires the driver to wait five minutes past the
24 time?

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1 A. As the schedule pickup time and then the
2 attempt to contact the client.

3 Q. Okay. Can you tell me how you're fine
4 system works when you fine a vender for a no show.

5 A. If there is a vender no show, it's
6 actually recorded in the complaint.

7 Q. So, basically, I just want to touch on
8 ways that a vender can get fined. So the first
9 question is, if a client reports that a vender was a
10 no show and the vender actually showed up and the
11 vender informed MART that he showed up, would MART
12 fine the vender and require the vender to submit
13 proof that he actually showed up?

14 A. If a client calls and says that a
15 vender's a no show, you know, depending on what the
16 sequence that that happened, if it's five minutes
17 around the pickup time, it depends on when we get a
18 call, that a complaint will get filed. The vender
19 will have an opportunity to respond to that
20 complaint. And sometimes we do ask for additional
21 proof, GPS records, things of that nature.

22 Q. So you ask for proof from the driver and
23 the vender of GPS that shows that he was there?

24 A. Correct.

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1 Q. In order not to get fined?

2 A. Correct.

3 Q. So if the vender or the driver can't
4 produce pictures that he was there, is that a -- will
5 he get fined?

6 A. If in the end the consumer reported the
7 vender a no show and did not make their appointment,
8 and the vender doesn't have anything additional to
9 support the fact that they were there, they could
10 receive a fine, yes.

11 Q. So is it fair to say if the vender
12 doesn't have proof through GPS that he was there,
13 they --

14 A. Could provide a GPS record. They could
15 provide a time stamp photograph. They could provide
16 confirmation that somebody else that may have been in
17 the vehicle at the time.

18 Q. Is this a requirement in the amendments
19 or the contract?

20 A. Well, you're supposed to provide on-time
21 service, and we're following up to a complaint.

22 Q. Is proof of GPS or time stamp picture in
23 the contract or the amendments?

24 A. I'm not a hundred percent sure. I know

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1 it is in current. I don't know what you're referring
2 to or...

3 Q. Any year. Any contract or amendments, is
4 that in there where a vender has to show proof by GPS
5 or time stamp picture in order to avoid a fine for a
6 no show to a client?

7 A. Again, I'm honestly not a hundred percent
8 sure how it's worded in there or if it specifies
9 those particular items.

10 Q. Okay. Well, I'm not talking about the
11 wording. Basically, we want to -- I'm talking about
12 proof. I understand, you know, you're not a -- you
13 don't remember how the wording is for contracts, but
14 I'm trying to just nail it down. If in your
15 amendments or the contract, either year, is that
16 requirement in there that a vender or a driver has to
17 produce the GPS verification in order to avoid a
18 fine?

19 A. I don't think that it specifies a GPS
20 verification in order to avoid a fine.

21 Q. Okay.

22 A. It's a follow-up to a customer complaint.

23 Q. Okay. Does your contract or any
24 amendment, any years state that a vender or a driver

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1 has to produce a time stamp picture in order to avoid
2 a fine for a no show when a client makes a report?

3 A. Again, I don't think it specifies any
4 time stamped picture.

5 Q. You say you don't think. That means
6 you're not sure, correct?

7 A. Correct. I don't have any amendment in
8 front of me.

9 Q. Okay. All right. One second. I'm just
10 looking on my computer for the next questions.

11 MS. ECKER: Can we just stop the screen
12 sharing if possible?

13 MR. JONES: What's the problem?

14 MS. ECKER: When you screen share, if the
15 exhibit's still up, I can't see everybody
16 talking. So if you're not going to use the
17 exhibit, I would appreciate it if we're not
18 screen sharing.

19 MR. JONES: But I might use it because
20 I'm going through my questions and then I can
21 reference the part to you.

22 MS. ECKER: Okay.

23 Q. Okay. The next question is regarding
24 next day offers through your IV system -- IVR system.

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1 **How does that work?**

2 A. Then the next day offers through the IVR?

3 **Q. Yes, the next day offers?**

4 A. Okay. So the next day are being
5 handled -- they start off being handled by our IVR
6 system, which is a callout system, which starts at
7 6:30 in the morning. It works very similar to the
8 vender portal as far as low cost assignment; but it's
9 actually physically calling the vender.

10 **Q. Okay.**

11 A. And it will call the vender up to three
12 times. They have an opportunity to decline doing it
13 right then if they don't -- if they're in the middle
14 of something, it will call them up to three times
15 before it moves on. And the system reads the trip
16 information to the vender, and they have the ability
17 to accept or decline the client trip being offered.

18 **Q. What was the procedure to stop the
19 callout system from calling venders and drivers?**

20 A. You would have to notify the contract
21 department.

22 **Q. Can you go in and just mark your portal
23 full?**

24 A. If you mark your portal full for the day,

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1 yeah, it would stop calling.

2 Q. It would stop calling?

3 A. Yes.

4 Q. Would it stop offering you work also
5 through the vender portal?

6 A. The vender portal wouldn't be processing
7 any work for the next day. The vender portal is
8 three days, same day and next day is going -- same
9 day is going out by the live scheduling agent. And
10 the next day is going out by the IVR callout as well
11 as live scheduling.

12 Q. But my question is, if a vender or driver
13 marks his portal full to avoid the phone calls coming
14 in, will that also trigger the vender portal from
15 offering any work, next day, week out, 14 days out?

16 A. No. If a company marks themselves as
17 full for a particular day, it will stop offering work
18 for that particular day.

19 Q. Okay. Thank you. Commonwealth Community
20 Recovery Division, I'm just going to call them CCD --
21 CCRD for short, okay, for the record. We had some
22 problems in the past with work being placed in our
23 portals. Do you recall that?

24 A. Yes, I do remember that there were a

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1 couple of incidents, yes.

2 Q. Yes.

3 A. I don't recall specifics.

4 Q. Right. But you do recall that we had
5 unauthorized work that we didn't accept put into your
6 portal, correct?

7 A. I remember you having complaint as such,
8 yes.

9 Q. Okay. Do you ever remember when MART
10 corrected it and acknowledged that we didn't accept
11 the work?

12 A. I know that there was a group that I
13 researched for you, and there were -- they had been
14 accepted by your IP as your log-in.

15 Q. So the question again, do you recall any
16 work that after research you found that we did not
17 accept that was putting out?

18 A. I don't recall, no.

19 Q. Okay. I have a question on insurance
20 policy for vendors working with MART. What is the
21 requirements of Massachusetts, not MART,
22 requirements; is it 20, slash, 40?

23 A. Based off the vehicle size, yes, those
24 are the state requirements.

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1 Q. Okay. Does MART follow the state
2 requirements or they require more?

3 A. At one point it was the state minimum for
4 the MassHealth Demand Response as a higher level for
5 the program base. But that insurance requirement was
6 changed a couple of years ago where we required more.

7 Q. Okay. So is it safe to say that MART
8 requires more insurance requirements than the state
9 requirements as of 2020?

10 A. Than the state minimum, yes, absolutely.

11 Q. Okay. Does MART require more insurance
12 coverage than the state requires for 2019?

13 A. I believe, yes.

14 Q. Does MART require -- strike that.

15 Did MART require more insurance coverage
16 than the state required for 2018?

17 A. I'm honestly not a hundred percent sure.
18 I don't remember which contract we increased that in.

19 Q. Is it a fact that when a vendor accepts a
20 trip from MART for a specific time, MART doesn't
21 change the time unless you ask the vendor, who rather
22 than -- if you don't understand the question, I'll
23 rephrase it.

24 A. Please rephrase it because I'm not a

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1 hundred percent sure.

2 Q. Okay. Is it a fact that once a vendor
3 accepts a trip from MART for a specific pickup time,
4 like 8 a.m., does MART have to get authorization from
5 the vendor to say if they wanted to change the pickup
6 to 5:30 a.m.?

7 A. They would -- normally, any changes that
8 made highlight to the vendors through the vendor
9 portal in a different color; so it would really
10 depend on how far out that trip is. If the trip is
11 for the next day, or same say, they will call the
12 vendor.

13 Q. So MART has to -- so is it safe to say
14 that MART has the authority to change the pickup time
15 or the return time without the vendor's
16 acknowledgment?

17 A. Only for advanced trips.

18 Q. So is it a fact that MART can change the
19 times without authorization of the vendor?

20 A. Yeah, in advance you have the ability to
21 see that change and notify that you can no longer
22 accommodate. If it happens for the next day or same
23 day, they would call you immediately.

24 Q. So, basically, I'm trying to get an

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1 answer here. Does MART have the authority to change
2 the pickup time or the drop-off time that the vender
3 agreed to do, whether it's a day or two or a week or
4 two weeks out, do they have the authority to change
5 the schedule of the vender without authorization from
6 the vender, yes or no?

7 A. It's not a matter of authority. It would
8 be a consumer calling and changing their time.

9 Q. Once the consumer calls and change the
10 time, does MART have the authority to change the time
11 without seeing if the vender is available?

12 A. I think I answered that. That's posed to
13 you, if it's in advance and if you can't accommodate,
14 you can decline it. If it's same day or next day,
15 they will call you and see if you can accommodate the
16 change that was made by the customer.

17 Q. The issue I'm trying to get at is not if
18 it's a day or the two days or 7 days or 14 days out.
19 Does MART have the authority to change a vender's
20 schedule?

21 MS. ECKER: Objection. Asked and
22 answered. You can answer again.

23 A. We're not changing the vender schedule.
24 We're changing the customer's schedule. And the

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1 protocol would be you would see the change in the
2 vender portal in a different color, if it was
3 advanced trip, signalling to you that there has been
4 a change. If you can't accommodate that change, you
5 let us know and we reassign the trip. If the change
6 happens the same day or the next day, they will call
7 and ask the vender if he is able to accommodate the
8 change.

9 **Q. Okay. Can you please do me a favor and**
10 **just answer the question; and if you don't understand**
11 **the question, ask me to rephrase it or -- because --**

12 **A. I understand your question, Mr. Jones.**
13 But my response is not going to change, because it's
14 not that we have the authority; we are changing the
15 trip based off the customer's request. If the trip
16 is already assigned to a vender in the same day or
17 next day, we immediately call the vender to see if he
18 can meet those accommodations. If it is in advance,
19 you'll see the change in a different color in your
20 portal and can decline to continue with that trip for
21 the future.

22 **Q. So it's safe to say you do contact the**
23 **vender to see if he's available?**

24 **A. If it is for the same day or next day.**

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1 Q. So if it's 7 or 14 days out, you don't
2 call the vendor?

3 A. No, because you will see the change in
4 the portal for that trip. And if you can't
5 accommodate that change, you have the right to turn
6 it back.

7 Q. Okay. Without -- if we turn it back,
8 will we receive a fine?

9 A. If there was a change made to it? No.

10 Q. Yes.

11 MR. JONES: Okay. It's 11:41. Can we
12 take a break to -- lunch break till about 12 --
13 what would be the proper time, Ellen, or
14 Attorney Ecker?

15 MS. ECKER: How much longer do you think
16 you have, Mr. Jones?

17 MR. JONES: I have no idea. I'm going
18 through my list.

19 MR. ECKER: Well, are we talking the
20 entire afternoon. I'm just trying to get a
21 sense of...

22 MR. JONES: I have no idea. I have a
23 list. I'm about halfway through it, so if we
24 can just keep moving things along. We should

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1 be out of here in a few hours. How long do you
2 guys need for a lunch break?

3 MS. ECKER: I don't need one. How about
4 if we do 12:15 -- we'll be back at 12:15, if
5 that's all right with the stenographer? I can
6 go through.

7 MR. JONES: Let's take a break until
8 12:15. Okay?

9 MS. ECKER: Yes.

10 MR. JONES: Thank you.

11

12 (Break at 11:43 p.m.)

13 (Back on at 12:17 p.m.)

14

15 **Q. I would like to share a document that I**
16 **would like to mark for exhibit --**

17 MR. JONES: We already did Exhibit 3,
18 Ellen, correct?

19 THE STENOGRAPHER: Yes. You were going
20 to send that one to me.

21 MR. JONES: Yeah, I'm going to send it to
22 you. But I want to mark exhibit -- so the last
23 exhibit was 3, right?

24 THE STENOGRAPHER: Yes.

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1 MR. JONES: So I have a document that I
2 would like to share and ask a question on. I'm
3 going to send this one. This is Exhibit 4.
4 Wrong one. Wrong one. I'm not seeing the
5 files here. All right. This is -- Ellen, this
6 is going to be marked as Exhibit 4. This is
7 an e-mail that I received from Rebecca.

8 Q. And the question for this, do you see the
9 e-mail, Rebecca?

10 A. Yes.

11 Q. Okay. Now, earlier, I asked you about do
12 you recall any trips getting placed in the portal
13 without authorization, and you said. I don't
14 remember what you said, but I'm going to ask the
15 question again. Is there -- do you recall any trips
16 being placed in a portal without our authorization?

17 A. My answer earlier was that I did not
18 recall any specifics but here in the e-mail, upon
19 investigation, it says that I found one.

20 Q. So this e-mail can you please read a part
21 that that's highlighted. Well, first of all, can you
22 read the top, where it's from to who and a date?

23 A. It's from myself to you on September 19,
24 at 9:25 a.m.

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1 Q. Okay. And can you read the highlighted
2 part of the e-mail?

3 A. It says, "Paul, our follow-up
4 investigation has been completed and it has been
5 found that this trip was placed by staff into your
6 portal at 10:34 on 9/17/19 without required vendor
7 confirmation. Appropriate actions have been taken
8 with the staff person."

9 Q. Is this a normal occurrence with staff
10 putting trips into the vendor's portals without
11 requirement of confirmation?

12 A. Not that I found, no.

13 Q. Do you recall this happened to me several
14 times, maybe -- you sent an e-mail like this several
15 times before?

16 A. No, I do not recall.

17 Q. Okay. So it's a fact that, -- isn't it a
18 fact that on September 17, 2009 this was placed in
19 the vendor portal without vendor confirmation?

20 A. It says it was found, that this trip was
21 placed by staff into the portal.

22 Q. Okay. Let's try this again. Isn't it a
23 fact that this e-mail confirms that a trip, some
24 trips were placed in the vendor portal without my

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1 confirmation or CCRD's confirmation?

2 A. Yes, that's what this e-mail states.

3 Q. And it says "the appropriate action has
4 been taken with the staff person." What type of
5 action was taken with the staff you found out that
6 they had placed trips in the portal that the vendor
7 did not confirm?

8 MS. ECKER: I'm going to object to that
9 question, and I'm going to instruct her not to
10 answer. Not only is it beyond the areas of
11 inquiry by the court order, but it's also
12 confidential personnel information.

13 MR. JONES: How is it confidential
14 information and it says right here "appropriate
15 action." I want to know what the objection is?

16 MS. ECKER: Right. That means it's
17 confidential. The action that has been taken
18 was a personnel action against the employee and
19 that is confidential. It doesn't relate in
20 addition to the issues that we're here to
21 discuss today.

22 MR. JONES: We're here to discuss
23 control. This points out control that one of
24 her staff was controlling us by putting back in

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1 our portal without our authorization. It's a
2 control issue.

3 MS. ECKER: Well, I disagree with your
4 characterization. But regardless of the
5 characterization, any discipline given to a
6 MART employee does not relate to whether you
7 are a MART employee or control and is
8 confidential.

9 MR. JONES: Okay. That's on the record.

10 Q. Again, Rebecca. It's a fact that MART
11 added work to the vender without confirmation?

12 A. It's a fact that an employee added this
13 trip without confirmation.

14 Q. Okay. That's fine. Now, does MART
15 require a high level of skills for drivers or
16 venders. Do they need like a college degree to be a
17 driver or a vender?

18 A. We don't -- there are certain
19 requirements for training and.

20 Q. No, that wasn't the question. The
21 question is, I'm going to state it. Does MART
22 require a college degree for a vender to be a vender
23 with MART?

24 A. No, there's no such requirement in place.

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1 Q. Okay. Does MART require a college
2 degree, high school diploma for any driver to drive
3 for MART?

4 A. They're not driving for MART. We're not
5 the hiring authority. They're driving for CCRD.
6 Those requirements would come from you.

7 Q. Do MART require any of CCRD drivers to
8 have a high school diploma or a college degree to
9 drive their clients?

10 A. That is not defined in the specs, no.

11 Q. So that's a no?

12 A. That is not defined in the specs that are
13 required of the vendor.

14 Q. Is that a yes or a no?

15 A. That's a no. It's not required in the
16 specs of your contract.

17 Q. Okay. All right. What time does your
18 IVR system start calling vendors and drivers for next
19 day trips each day?

20 A. I believe I answered that earlier, it's
21 6:30 in the morning it starts.

22 Q. So you start at 6:30 in the morning. Did
23 you ever start later than that?

24 A. It only starts a little bit later other

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1 than that on a date that rates might be being applied
2 or if there was an issue with the system.

3 Q. Suppose a vendor opens a little later, is
4 not open at 6:30, does the call still come through?

5 A. If they're signed up to get work through
6 the IVR, yes, it does.

7 Q. If a vendor opens at 7, does the call
8 still start at 6:30?

9 A. Yes.

10 Q. And up to what time do the calls stop for
11 the IVR system -- IVR system for next day calls?

12 A. That can vary. Because it's working on
13 next day work. So as soon as all the work is
14 completed it stops.

15 Q. Is it fair to say that a vendor or driver
16 can receive a call at 6 p.m. at night?

17 A. They could if there was a high volume of
18 work for the next day, yes.

19 Q. I'm going to ask that question, please
20 just answer the question.

21 MS. ECKER: I'm going to object. You
22 keep saying "I'm going to ask it again, please
23 answer the question." She's answered the
24 question.

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1 MR. JONES: She's adding comments.

2 MS. ECKER: Mr. Jones, she's answering
3 your questions. She's actually been very
4 patient. But go ahead you can answer it again.

5 MR. JONES: She is adding comments. I'm
6 asking a simple question and she's adding
7 comments.

8 Q. Can your IVR system call at 6 p.m. at
9 night, yes or no?

10 A. Yes.

11 Q. Can your IVR system call at 7 p.m. at
12 night, yes or no?

13 A. Yes.

14 Q. Can your IVR system even call after a
15 vender is closed?

16 A. Yes, it could.

17 Q. Okay. Here we go. Make this real short
18 and sweet. MART is in the business of
19 transportation, correct?

20 A. Correct.

21 Q. How long has MART been in business with
22 transportation approximately?

23 A. For the service that you're doing?

24 Q. Massachusetts Regional Transit Authority,

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1 period, how long have they been in the business of
2 transportation, 10, 20, 30? It doesn't have to be
3 exact.

4 A. 50 years probably.

5 Q. Did you say 50, Rebecca?

6 A. Oh, yeah.

7 Q. So it's a fact that MART has been in the
8 transportation business for 50 years?

9 A. Since it's inception, yes.

10 Q. Okay. So it's a fact that MART has been
11 in the transportation business for at least 50 years?

12 A. Yes.

13 Q. Okay. So seeing that MART's IVR system
14 calls vendors and drivers daily, this is a continuing
15 thing Monday through Friday on a daily basis,
16 correct?

17 A. Correct.

18 Q. Okay. So, basically, every day MART is
19 calling -- strike that.

20 So MART -- strike that.

21 MART has a continuing relationship with
22 the drivers and the vendor?

23 A. I'm not understanding your question.

24 Q. I'm just saying that, you know, the

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1 question is, MART has relationship on an ongoing
2 basis with the vender, meaning that the vender just
3 doesn't get in touch with MART and get all this work.
4 This is a continuing relationship between MART and
5 the venders and the drivers on a daily basis?

6 MS. ECKER: Objection.

7 A. It's a relationship with MART and the
8 vender.

9 Q. Okay.

10 A. On a daily basis.

11 Q. Thank you. How often is the vender paid
12 through MART, is it to be paid hourly, weekly,
13 monthly, biweekly?

14 A. The service that your company provided
15 was for the MassHealth PT One Demand Response, which
16 is a 15-day billing cycle. The first or the 15th of
17 the month is the first cycle. The 15th should be end
18 of the month, is the next cycle and then there's
19 payable for the contractual obligation; they're paid
20 within 45 days following an improved invoice.

21 Q. So, basically, the work that the vender,
22 CCRD, and their employees perform is part of MART's
23 everyday business?

24 MS. ECKER: Objection.

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1 MR. JONES: On what grounds?

2 MS. ECKER: Form of the question. But
3 she can answer. I didn't instruct her not to
4 answer.

5 MR. JONES: You instructed her not to
6 answer that?

7 MS. ECKER: She can answer the question.
8 I'm just objecting for the record.

9 A. So repeat your question, Paul.

10 Q. **So the work that CCRD and I do is a
11 regular part of MART's business?**

12 MS. ECKER: Objection.

13 A. Correct.

14 Q. One second. I want to ask a question on
15 one more report that is required from MART. It's an
16 employee report -- driver's report. Strike that.
17 I'm going to ask a question on a report that is also
18 from the vendors to MART that MART requested. Can
19 you explain the employee report?

20 A. I am not sure what you're talking about.
21 You'll have to give me an example of what you're
22 referring to.

23 Q. No problem. The drivers report, you
24 know, when you send over the drivers hire date, drug

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1 **screens that's required?**

2 A. When you're adding a new driver?

3 Q. **Yes.**

4 A. Okay.

5 Q. **Can you explain that report in detail?**

6 A. We don't label it as a report. There's
7 specific things that are required within the contract
8 prior to you, as a vendor, putting the driver in
9 contact with the agency consumers that are under the
10 contract. So you have to send a updated RMV report,
11 the date that you ran the CORI. You have to at a
12 minimum have a fingerprint receipt, and the required
13 training and confirmation of the result of the test
14 for the preemployment.

15 Q. **Is that before we can -- the employee,**
16 **the driver, can actually start driving with MART**
17 **required to send to you guys?**

18 A. You're supposed to update your vehicle
19 log as you hire so we verify that they have all the
20 requirements.

21 Q. **What type -- what is the name of this**
22 **document? You said it's not a report. What do you**
23 **name it?**

24 A. It's not a report. It's contractual

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1 requirements.

2 Q. Is it an employee log? What's the name
3 of it? I'm going to put a name on it.

4 A. It's not a report. We house the backup
5 information here in a database, but it's not -- we
6 don't require that you submit a report. We require
7 that you submit particular items that are clearly
8 defined within your contract.

9 Q. Well, is it called an employee log, yes
10 or no?

11 A. We keep a record here. We don't call it
12 anything. It's in your database.

13 Q. So it's not called an employee log,
14 correct?

15 A. In the contract it's your employee log
16 that you update.

17 Q. Okay. Rebecca, I'm trying to get a name
18 of this. I have e-mails that says send over employee
19 log, and it says that an employee log is attached to
20 it. So I'm trying to understand, because you're
21 the --

22 A. Within the contract, Paul, it's your
23 company's updated employee log that they're
24 referring.

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1 Q. I don't care -- the question's not whose
2 it is. The question is the name of it, because I
3 just want to write it down for, you know, exhibit
4 purposes and things like that.

5 A. In your contract it is referred to as
6 your employee log.

7 Q. So employee log is the name, correct?

8 A. Yeah.

9 Q. Okay. When is this required to be sent
10 to MART?

11 A. Your contract clearly defines that you're
12 supposed to submit it when you make changes to it.

13 Q. So is it a fact that before we hire an
14 employee -- a driver -- I'm sorry, strike that.

15 Is it a fact that before we hire a
16 driver, we have to submit all these documents like an
17 RMV-1 and whatever else is required to MART for
18 approval?

19 A. You can -- you're required to perform all
20 those items before you put the individual in contact
21 with our consumers.

22 Q. Okay. Does MART have to approve it if
23 the driver is approved?

24 A. When you send us your updates, we look at

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1 all that documentation and say that they meet
2 guidelines; if they don't meet guidelines, then we
3 tell you you have to remove them, that they can't
4 transport MART's members.

5 Q. So MART has the authority -- strike that.

6 So we have to go to an approval process
7 with MART before we hire a driver and let them come
8 in contact with MART's employees; is that clear?

9 A. You don't have to seek our approval to
10 hire your employees. You're supposed follow all
11 those things that are identified in the contract
12 prior to putting them in contact with agency
13 consumers.

14 Q. Do you have to receive all your
15 credentialing before we put them in contact with
16 MART's consumers?

17 A. Not necessarily. If you've done what's
18 required of your contract; when you send it, we're
19 going to verify it.

20 Q. So is that a yes or no?

21 A. We don't have to approve that. You are
22 the hiring authority.

23 Q. Do you -- do MART have to approve --
24 strike that?

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1 I'm trying to ask you if -- it's just a
2 simple straightforward question. Do Commonwealth
3 Community Recovery Division have to get approval from
4 MART before we let a driver come in contact with a
5 consumer, yes or no?

6 A. No. CCRD has to follow their contract
7 and have all those items in place prior to putting
8 the individual into service.

9 Q. Okay. A few more questions here. Is a
10 GPS system required to transport MART clients?

11 A. It's in the current contract.

12 Q. Is it required?

13 A. I think I answered that earlier saying I
14 don't think it was in there as a requirement.

15 Q. No, we were -- what we were just talking
16 about earlier with the GPS was regarding
17 cancellations and things like that, if there was a
18 requirement for a cancellation. Now I'm asking is
19 there a requirement to transport MART's clients?

20 A. There currently is.

21 Q. As of?

22 A. It's in the new contract.

23 Q. For 2021?

24 A. 2022.

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1 **Q.** 2022?

2 **A.** Yeah.

3 **Q.** **So it's in there. Okay.**

4 **A.** Yes. And I believe in '19 or '20 we were
5 launching our driver app, so you would have to have a
6 GPS-enabled phone.

7 **Q.** **On your driver's app, was that a
8 requirement that every driver use?**

9 **A.** We were just launching it so we were
10 putting it in place.

11 **Q.** **When did it launch?**

12 **A.** We started launching it last year.

13 **Q.** **So now is it a requirement for all
14 drivers to have?**

15 **A.** FY22.

16 **Q.** **That's great, save venders a lot of
17 money. I got a few more questions, and we can wrap
18 this thing up.**

19 MR. JONES: So, now, Ellen what we need
20 to do is put up -- I'm going to send you
21 Exhibit 3 and 4; I made a note of that. And so
22 basically I just want to put up Exhibit 2 --
23 I'm sorry. Hold on one second. Exhibit 1, the
24 interrogatories, I have a question on that.

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1 Interrogatories and admissions is on Exhibit 2.

2 So we can get rid of Exhibit 1, Ellen, and go
3 to Exhibit 2 so I can ask these final
4 questions. Exhibit 2, everyone sees it?

5 MS. ECKER: Yes.

6 A. Yes.

7 Q. Okay. This document is, Exhibit 2 it has
8 the answers that were sent from the defendant to me,
9 the interrogatories, admissions and -- this has the
10 interrogatories and admissions. So I have a few
11 questions. Have you ever seen this document before,
12 Rebecca?

13 A. Yes, I have.

14 Q. Okay. See my mouse?

15 A. Yes.

16 Q. Can you just read what it is, the title
17 of this document?

18 A. "Defendant ANSWERS to Plaintiff's First
19 Set of Interrogatories."

20 Q. Okay. Who answered these?

21 A. Myself.

22 Q. Okay. Can you read Interrogatory No. 2,
23 please.

24 A. "Please explain why after plaintiff

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1 contacted Rebecca Badgley, Michelle Moyo and others,
2 that he was unable to edit the CCRD capacity tabs and
3 was denied access to do so and was told that MART
4 does not give the vendor ability to change their
5 capacity, that is something that only MART has access
6 to. With regards to standing orders, you will need
7 to contact the scheduling department. Thank you,"
8 which was "cc" to the brokeragecontract@mrtaw.us, and
9 which was seen by over 15 MART employees."

10 Q. Okay. That was the question that I
11 asked. When did you answer these? I'm going to go
12 down to the date -- strike that.

13 It said you answered this on April 28,
14 2020 -- no, nope. I'm sorry.

15 A. No, it says that I answered it on May
16 25th.

17 Q. Nope. May 25th?

18 A. That's when I physically signed my name.

19 Q. Yes. So what was the date you answered
20 these on?

21 A. May 25th.

22 Q. Okay. Now, earlier, I asked you about
23 the capacity tab, and you said, oh, it was changed
24 two years ago where vendors or employees of vendors

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1 **couldn't change it, only MART could, right?**

2 A. A year and a half, two years ago, yes.

3 Q. **Are you sure?**

4 A. I'm pretty sure, yes.

5 Q. **Okay. Are you sure, yes or no?**

6 A. I don't recall the exact date. It was
7 approximately two years ago.

8 Q. **Approximately two years ago?**

9 A. Yes.

10 Q. **Are you sure that you electronically
11 signed these on May 25, 2021?**

12 A. Yes.

13 Q. **And you answered them as well, correct?**

14 A. Correct.

15 Q. **Let's go back to No. 2 for the answer.**

16 **Can you read the answer, please, No. 2.**

17 A. "Defendant objects to the interrogatory
18 to the extent that it does not contain the entire
19 e-mail referenced, which is a document that speaks
20 for itself, and was not attached to the plaintiff
21 first set of interrogatories to the defendant.

22 "Without waiving this or any other
23 objections, the defendant responds to the
24 interrogatory as follows: MART's vendors are able to

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1 A. Correct.

2 Q. Okay. So now I want to ask -- we're
3 going to go down to the admissions. Are you familiar
4 with this document, Rebecca?

5 A. Yes.

6 Q. Can you read Request 1, please. Let me
7 make it a little bit bigger.

8 A. No, that's fine. I can see it. "Admit
9 that MART coordinates the time of pickup and drop-off
10 and return of all their clients that calls MART
11 directly for transportation services through their
12 transportation brokerage program for trips that are
13 assigned to transportation venders."

14 Q. And the response, please.

15 A. "Admitted."

16 Q. Okay. Request No. 2, can you read it,
17 please?

18 A. "Admit that that capacity tab controls
19 the time a vender is operating hours displayed to
20 MART in the amount of jobs and money a vender can
21 schedule and earn with MART's transportation
22 program."

23 Q. Answer?

24 A. "Denied."

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1 make changes to their capacity manager to reflect
2 time and days of the week they are willing to accept
3 work by visiting the vendor portal and editing the
4 capacity management tab. The vendors are not able to
5 change the actual capacity figure in the vendor
6 portal software system."

7 Q. Okay. So according to this answer, MART
8 vendors are able to make changes to their capacity
9 tab?

10 A. Manage it --

11 Q. To reflect times and days of the week?

12 A. Yes.

13 Q. Correct?

14 A. Yes.

15 Q. Didn't earlier you tell me we weren't
16 able to change the capacity tab to reflect --

17 A. It says you weren't able to change your
18 capacity for the amount of work, that is specific to
19 the dates and times of the week that you're --

20 Q. Why don't you strike that and I'll do it
21 over that way -- so it's a fact that MART vendors
22 are able to make changes to their capacity manager to
23 reflect the times and dates of the week they are
24 available, correct?

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1 Q. The response, please?

2 A. It says "denied."

3 Q. Now, can you please tell me why this was
4 denied?

5 A. Well, ultimately, you choose. We offer
6 you work and you choose whether you're going to
7 accept or decline.

8 Q. I'm referencing a question. "Admit that
9 the capacity tab controls the time," stop. Does the
10 capacity tab controls the time?

11 MS. DECKER: I'm going to object if
12 you're asking her only a portion because
13 you're -- it doesn't have a period after that.

14 You asked her about the entire request for
15 admissions. If you're asking all of the
16 request, that's fine.

17 MR. JONES: No problem.

18 Q. "Admit that the capacity tab controls the
19 time a vendor operating hours displays to MART."
20 Rebecca?

21 A. The capacity tab contains your hours of
22 service.

23 Q. I'm taking this question all the way up
24 to "and." So, basically, I'm trying to get an

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1 understanding here. Is this correct or isn't
2 correct? You denied it so...

3 MS. ECKER: She denied the entire
4 paragraph, that was my objection. If you want
5 to ask her a question that's not specifically
6 this request, you can do that, but she denied
7 the entire request.

8 MR. JONES: Okay.

9 Q. So can you read it one more time, please?

10 A. "Admit that the capacity tab controls the
11 time a vender operating hours displays to MART and
12 the amount of jobs and money a vender can schedule
13 and earn with MART's transportation program."

14 Q. And the response was denied --

15 A. Correct.

16 Q. -- correct? In your own words, tell me
17 what the capacity tab controls?

18 A. So the capacity tab shows the hours that
19 you're operating --

20 Q. No. What it controls. Please --

21 A. MS. ECKER: She just answered your
22 question. Let her finish.

23 A. MR. JONES: Please, Ms. Ecker, you don't
24 have to be disrespectful. But can we please be

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1 cordial.

2 MS. ECKER: I'm just saying you asked a
3 question. Please let her finish her answer.

4 MR. JONES: But it's the manner in which
5 you're saying it. Can we just be cordial here,
6 please.

7 MR. ECKER: We are being cordial. I'm
8 not trying to talk over you. But you asked a
9 question, please let her answer it.

10 MR. JONES: Thank you. That's much
11 better.

12 Q. So I'm going to ask you the question
13 again.

14 A. It displays the times that your company
15 operates and what your capacities are; but,
16 ultimately, you, as a vendor, control what you accept
17 or decline from what's being offered to you.

18 Q. Can you repeat that?

19 A. I said the capacity tab shows what your
20 hours of operation are and what your capacity is, but
21 you, as the transportation provider, control what you
22 accept or decline.

23 Q. Okay. You said -- my question was, what
24 does the capacity tab control? You answered the

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1 question that says what the capacity tab shows, shows
2 and control are two different things. I want to know
3 what the capacity tab controls not what the capacity
4 tab shows. So, please, the question again is, in
5 your own words, what does the capacity tab control?

6 MS. ECKER: Objection. You can answer,
7 if you can.

8 A. Companies are provided a volume of work
9 based off their capacity; that's the only thing that
10 it controls, is the volume of work that is assigned.

11 Q. Okay.

12 A. You control what you accept or decline in
13 what you do.

14 Q. Okay. You just said that the capacity
15 tab controls the volume of work; is that correct?

16 A. Being offered. If you as a company,
17 Mr. Jones, can only handle a hundred trips per day --

18 Q. That's not the question that I asked,
19 Rebecca?

20 A. You're asking --

21 Q. I did not ask that question.

22 MS. ECKER: Mr. Jones, let her finish.

23 MR. JONES: No, it's -- I'm not
24 because --

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1 MS. ECKER: Let her finish. Mr. Jones,
2 let her finish.

3 MR. JONES: I did not ask that question.

4 MS. ECKER: Mr. Jones, let her finish.

5 MR. JONES: My question is, what does the
6 capacity tab control, and she said a volume of
7 work being offered. And -- is that correct?

8 MS. ECKER: And she didn't finish her
9 answer. So, for the record, please have her
10 finish her answer to you. Go ahead, Rebecca.

11 A. It is not going to offer the vendor over
12 what their capacity is for the day.

13 Q. That's not my question. Listen, my
14 question is, what does the capacity tab control?

15 A. The capacity that you, as a company, and
16 your fleet size can handle in the course of a day.

17 Q. Okay. Thank you. Now, what does the
18 capacity tab show?

19 MS. ECKER: Objection.

20 A. I already answered that, the hours --
21 operating hours and capacity.

22 Q. Okay. Question answered. All right.
23 Read number 3 for me.

24 A. "Admit that MART employees sent an e-mail

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1 in 2017 stating all vendors must create and submit a
2 log to MART on a monthly basis at the end of the
3 month, odometer reading, updated vehicle inventory,
4 total vehicle hours and hours that the vehicle is on
5 the road in service to MART for the month. Example,
6 time driver leaves garage to begin work until break
7 and time back in service until next break. Vehicle
8 accident miles, the odometer reading of the vehicle
9 at the time of an accident, report dead head miles
10 for wheelchair van, reporting of mileage from start
11 to first pick-up and from last drop-off to garage at
12 the end of the day unless there is a significant
13 break, then would need same after break.

14 Percentage of fully allocated expenses in
15 service to MART broken down by the following
16 categories. 1. Vehicle operations, driver salary,
17 dispatcher salary, fuel. 2. Vehicle maintenance,
18 oil changes, tires, mechanic salary. 3. NonVehicle
19 maintenance, janitor salary, utility bills, cleaning
20 supplies. 4. General administration, office staff
21 salaries, profits, admin overhead, "f," fuel cost,
22 total cost of fuel for the month, "g" gallons of
23 fuel, total number of gallons of fuel purchased, "h,"
24 miles per gallon, average number of miles that a

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1 vehicle travelled on one gallon of fuel for each
2 vehicle used for brokerage contract."

3 Q. And the question was -- what was her
4 response?

5 A. "Admitted that MART request brokers
6 provide MART the information set forth above. Denied
7 that the above is a complete and accurate recitation
8 of an e-mail sent by a MART employee in 2017, which
9 e-mail is a document that speaks for itself and was
10 not attached to Plaintiff's Request for Admissions."

11 Q. Okay. Would you admit that Request No. 3
12 is in your 2019 amendments not contract?

13 A. Yes.

14 Q. So for the record you admit that Question
15 No. 3 is in your 2019 amendments, just to be clear?

16 A. Yes, it was in the 2019 amendment.

17 Q. Okay. Do you admit this is a requirement
18 for MART vendors and their drivers in the 2019
19 amendments?

20 A. Yes, it was in the amendment. But I
21 believe I indicated earlier that we didn't require
22 it. We didn't force vendors to submit.

23 Q. Hold on. So you're saying that the
24 governing document in 2019 had this in it, but it

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1 **wasn't a requirement?**

2 A. We did not force the venders to submit
3 it, that is correct.

4 **Q. The question is, is it a requirement?**

5 A. It was in the amendment. I've answered
6 the question. My response is not going to change.
7 It is in the amendment.

8 **Q. It is a requirement in the 2019
9 amendments, yes or no?**

10 A. It was in the additional provider
11 performance standard under required reporting. But
12 we did not request the venders to submit nor force
13 them to.

14 **Q. Rebecca, this is a very simple question.**

15 MS. ECKER: And she's answered the
16 question.

17 MR. JONES: No, she didn't.

18 MS. ECKER: Mr. Jones, she's going --

19 MR. JONES: She --

20 MS. ECKER: Mr. Jones, let me finish for
21 the record so the stenographer doesn't have us
22 talking over one another. You repeatedly do
23 this. You ask the question. She answers the
24 question. For whatever reason, you don't like

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1 the answer; you ask again and we go back and
2 forth. I will let you ask it one more time
3 before I --

4 MR. JONES: This is a yes or a no
5 question.

6 MS. ECKER: But it's not. And I think
7 that's what you're not understanding. Just
8 because you say it is a yes or no question,
9 doesn't mean the witness has to answer yes or
10 no, so that's your interpretation. But it's
11 not necessarily a yes or no answer every time
12 you ask a question. But go ahead, ask again.

13 Q. **Rebecca, is No. 3 that you just read with**
14 **all these requirements in the 2019 MART amendments?**

15 A. Yes, it is in there but we did not
16 require it to be submitted.

17 Q. **Thank you. We're going go to No. 5. Can**
18 **you read that please, Request No. 5?**

19 A. "Admit that the skills required to
20 participate in MART's transportation program as a
21 transportation provider does not require a degree in
22 a particular skill the constitute a regular and
23 essential part of MART's business operations."

24 Q. **Okay. Earlier, you said that MART was in**

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1 the transportation business, correct?

2 A. Correct.

3 Q. For approximately 50 years, correct?

4 A. MART, a regional transit authority, yes.

5 Q. MART is -- you said MART has been in the
6 business for approximately 50 years, correct?

7 A. Correct.

8 Q. And you also earlier stated that MART
9 didn't require a vendor to have a degree, high school
10 diploma or anything like that, correct?

11 A. Correct.

12 Q. But, yet, on No. 5 when I asked, "Admit
13 that MART -- that the skills required to participant
14 at MART programs, transportation programs as a
15 transportation vendors does not require a degree in a
16 particular skill and constitute a regular and
17 essential part of MART's business operations." You
18 denied No. 5, right?

19 A. Correct.

20 Q. Thank you. I got a question. Can you
21 explain what a standing order is?

22 A. A standing order is a repeating trip
23 schedule. So an example of that would be an
24 individual going three days a week same days, same

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1 times, same appointments, such as dialysis or
2 something of that nature.

3 Q. So if I accepted -- if Commonwealth
4 Community Recovery Division accepted a trip and I was
5 a driver, say I was the only driver, and I had a
6 standing order for seven days a week, under your
7 definition I would have to take that client every day
8 of that standing order?

9 A. Correct.

10 Q. Okay. So isn't it a fact MART requires
11 vendor portal training at least once when you first
12 start, a vendor starts?

13 A. Yeah. I answered that earlier. We have
14 them come in for vendor portal training before their
15 work is assigned.

16 Q. Okay. Can you read No. 8, please?

17 A. "Admited that MART requires it's vendors
18 to abide by safety requirements, to have certain
19 policies of insurance, to meet certain vehicle
20 requirements and offers other vendor portal and
21 orientation training."

22 Q. You didn't finish it.

23 MS. ECKER: I think she might have.

24 A. I think I started with the response. I'm

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1 sorry.

2 Q. Yeah. Can you -- Request No. 8.

3 A. Request No. 8, "Admit that MART provides
4 Vendor safety requirements, insurance requirements,
5 vehicle requirements, CCRD INC employee
6 requirements, vendor portal, orientation training,
7 requires a vendor to work every day if they have a
8 standing order for seven day a week, which is
9 mandatory for all vendors."

10 Q. And the response please for No. 8 can you
11 read?

12 A. "Admitted that MART requires its vendors
13 to abide by safety requirements, to have certain
14 policies of insurance, to meet certain vehicle
15 requirements and offers vendor portal and orientation
16 training. The remaining allegations are denied."

17 MR. JONES: Ellen, did you get the last
18 sentence of that because I didn't hear.

19 THE STENOGRAFHER: She's reading it from
20 the document, so yeah.

21 MR. JONES: Can you repeat the last
22 sentence she said, Ellen.

23 Q. Can you please read No. 9. I'm sorry.
24 Let me make a note. No. 9 has Response No. 9 and

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1 **Response No. 9. It's supposed to say Request No. 9.**

2 **So can you read the top one?**

3 A. "Admit that CCRD or their employees
4 possess no proprietary interest in their respective
5 delivery routes that MART assigns and all customers
6 (clients) belong not to CCRD but to MA."

7 Q. **Okay. Just to make a clarification, "MA"**
8 **stands for MART.**

9 A. Okay.

10 Q. **And can you -- did you know that when you**
11 **answered this?**

12 A. I assumed that you meant that the
13 consumers belonged to the State of Mass. and the
14 agency that they're covered by, so.

15 Q. **Okay. So I can you read the response,**
16 **please?**

17 A. "Admitted that CCRD has no proprietary
18 interest in the trips offered by MART and accepted by
19 CCRD. The remaining allegations are denied."

20 Q. **Also, basically, I misnumbered these and**
21 **the responses so they were -- okay. I already --**
22 **strike that. Okay. So that's admitted. We can wrap**
23 **it up for the day.**

24 MR. JONES: Ellen, I'm going to send you

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1 Exhibits 3 and 4. Thank you very much ladies
2 for your patience with me.

3 THE STENOGRAFHER: Attorney Ecker, would
4 you want a copy of this?

5 MS. ECKER: Yes, please.

6 THE STENOGRAFHER: Exhibits also?

7 MS. ECKER: Yes, please.

8

9 (Deposition concluded at 1:16 p.m.)

10 (Exhibits 1-4, marked off the record)

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1 C E R T I F I C A T E
2

3 COMMONWEALTH OF MASSACHUSETTS
4 PLYMOUTH, SS.

5 I, Ellen M. Muir, a Shorthand Reporter, do
6 hereby certify:

7 REBECCA BADGLEY, the witness whose testimony is
8 hereinbefore set forth, was duly sworn by me,
9 pursuant to Mass. R. Civ. P. 27, 30, 30A, and 31, and
10 that such testimony is a true and accurate record of
11 my stenotype notes taken in the foregoing matter, to
12 the best of my knowledge, skill and ability.

13 I further certify that I am not related to any
14 parties to this action by blood or marriage; and that
15 I am in no way interested in the outcome of this
16 matter.

17 IN WITNESS WHEREOF, I have hereunto set my hand
18 This 5th day of July, 2021.

19
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22

23 Ellen M. Muir
24 Notary Public



My Commission expires:
May 8, 2026